

# *CITY COUNCIL*

## ***Public Safety, Public Works and Neighborhood Services Committee***

**Monday, September 17, 2012**

**Agenda  
5:00 p.m.**

The Public Safety, Public Works and Neighborhood Services Committee's area of responsibility includes Police, Fire, Neighborhood Parks, Neighborhood Revitalization, Community Development, Code Enforcement and Graffiti Abatement efforts, Community Group Organization and Support

**Committee Members:** Marcia Goodman-Hinnershitz (Chair), Jeff Waltman (Vice Chair) and Stratton Marmarou

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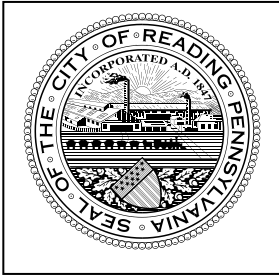
*All electronic recording devices must be at the entry door in all meeting rooms and offices, as per Bill No. 27-2012*

- I. Installation of External UGI Meters – C. Snyder**
  - **Website update – post of information on upcoming areas affected throughout City**
- II. Update re Pagoda Foundation – C. Snyder**
- III. Street Lighting in Wyomissing Park area – C. Jones**
- IV. Angelica Park Lease Agreement – T. Butler**

## **V. Other Matters**

### **Follow-up Issues:**

- **Storm Water Utility (PW 19)**
- **Seek Sponsorships for parks and park maintenance (PW 11)**
- **Former Police Academy Building**
- **Establish and Enforce a Utility Cut Program (PW 15) - in progress**
- **Fleet Maintenance Contract with Neighboring Municipalities (PW 03)**
- **Inventory of Lease Agreements (PW11) - in progress**
- **Capital Repairs to Library - in progress**
- **Managing all street lights (PW 21)**
- **Egelman's Park**
- **Egelman's Dam**
- **Ordinance Regulating Utilities in City Streets**
- **Street Lighting in Wyomissing Park area**
- **Police Force Manning Levels and Crime Trends - quarterly - next update November**
- **Update re In-sourced Recycling Collection**
- **Standards to Establish a Crime Watch**



# *CITY COUNCIL*

## *Public Safety, Public Works and Neighborhood Services Committee*

***Monday, August 20, 2012  
Meeting Report***

**Committee Members Attending:** S. Marmarou, M. Goodman-Hinnershitz

**Others Attending:** S. Katzenmoyer, D. Hollinger, W. Heim, C. Jones, R. Johnson, C. Snyder

Ms. Goodman-Hinnershitz, Chair, called the Public Safety, Public Works and Neighborhood Services Committee meeting to order at 5:00 pm.

Ms. Goodman-Hinnershitz requested a name be attached to each agenda topic to determine who will be making a presentation. She suggested that if there is no name, the item be moved to the follow up list.

### **Installation of External UGI Meters**

Ms. Goodman-Hinnershitz stated that representatives from UGI met with Council in July. She stated that Council requested additional information and an update. Mr. Jones stated that the City has not received the information from UGI. He suggested sending a letter to remind them of the information request and also to request they attend the community meeting on September 5.

Ms. Goodman-Hinnershitz explained that a community meeting regarding Cotton St will be held on Wednesday, September 5 at 6:30 pm at St. Paul's Lutheran Church at 16<sup>th</sup> St & Perkiomen Av. Mr. Jones stated that Cotton St was hit especially hard by the repairs performed by RAWA and UGI. He stated that it sustained many street cuts. Cotton St will be repaved (UGI is covering half the cost). The City will use liquid fuels funds to cover the other half.

Mr. Jones explained that the estimate for the repaving is higher than expected so the project will be delayed to 2013. He stated that the City's 2012 and 2013 liquid fuels funds will be used for the project. He stated that in the meantime, the City will review the curbing along Cotton St and request replacement as needed before the paving project.

Ms. Goodman-Hinnershitz stated that residents will question the meters at the community meeting. She requested that representatives from UGI attend the meeting. She noted the need for the City to set a process as UGI moves around the City.

Chief Heim and Mr. Waltman arrived at this time.

Mr. Marmarou expressed his belief that the City should have been updated about these projects before UGI moved around the City. Ms. Goodman-Hinnershitz agreed and questioned the approach to be taken for the rest of the City's streets. She stated that the UGI projects will leave many City streets in disrepair.

Mr. Marmarou stated that residents are not informed of the project until they arrive in front of their homes.

Ms. Goodman-Hinnershitz stated that she had no information before the project began. She described how several residents replaced their sidewalks just before the project began only to see their new sidewalk destroyed by UGI digging it up. This is a wasted resource for property owners.

Mr. Marmarou suggested that UGI be told to stop work as they have been unresponsive to the information request.

Mr. Waltman stated that UGI was requested to slow the project when they met with Council. He expressed his belief that the external meters look absurd. He described the inconsistent installation of the meters along the same street and noted that the PUC regulations state that the installation should not be under windows or porches yet many times that is where they are located. He stated that there are many facts not yet known to the City and that alternative meters need to be investigated. He stated that the City is unsure if the PUC regulations have been approved and what the City's legal issues are. He questioned if this was an arbitrary decision of the State in response to a disaster.

Ms. Snyder stated that the PUC regulations have not been approved. She noted the liability to the City if UGI stops work and there is another disaster.

Ms. Goodman-Hinnershitz suggested that the letter be sent to UGI if there is no response by this week's end. She suggested a legal review of the issue. She stated that not installing the new meters in relation to the new mains may put entire neighborhoods at risk.

Mr. Waltman stated that UGI does not need to rush this project. He suggested that there may be a smarter way to approach the issue with a less obstructive meter. He stated that no other utility in the City has moved forward with projects that detract from the front appearance of homes in this way. He noted the need for better communication between UGI, the City and its residents and better education.

Ms. Snyder stated that UGI indicated that this meter was the only meter approved by the PUC but that there are others available. She questioned how meters were approved and who brought meters forward for approval.

Ms. Goodman-Hinnershitz suggested that better communication is needed. She stated that residents have been voicing their concerns loudly and she expects that to continue at the community meeting.

Mr. Marmarou questioned when these installations would affect suburban neighborhoods. Mr. Jones stated that it would depend on when the mains are replaced.

Mr. Waltman stated that UGI continues to note the safety issues when describing the need to install external meters. He expressed his belief that it was more about their convenience to read meters. He stated that the way this project moved forward was inconsiderate to City residents. He stated that these residents are UGI's customers.

Mr. Marmarou stated that there should have been an educational component before the work began.

Ms. Goodman-Hinnershitz stated that UGI now has many unsatisfied customers.

Mr. Waltman suggested that the City does not have enough information to make a decision on its best option.

Ms. Goodman-Hinnershitz requested additional updates on this issue. Ms. Snyder stated that she will draft the letter to UGI. She stated that she will hold a comprehensive briefing and will begin legal research.

Mr. Waltman suggested that Council also hear a presentation by the PUC.

### **Update on Recycling Program & Purchase of New Recycling Trucks**

Ms. Snyder stated that the City does not yet have enough statistics to determine the success of the in-sourced recycling program. She stated that this information will be collected and reported to Council in the future. She stated that she has requested that Mr. Jones survey his professional colleagues in other municipalities about the pros and cons of each type of recycling truck and has asked Mr. Denbowski to do the same in addition to surveying the current recycling staff. She stated that the Administration will then make a recommendation on the type of truck.

Ms. Snyder stated that the City currently does not have any recycling trucks on order. She noted the need to first determine the need for rear or side loading trucks or a combination of both based on the size of Reading's streets. She stated that new specs will be written.

Mr. Marmarou questioned if current recycling employees would have input. Ms. Snyder stated that they would as it is important to get input from those who do the work. She stated that it is also important to get input from others.

Ms. Goodman-Hinnershitz stated that she has gotten calls from residents who separate their recycling only to see that it is all placed in the same bin in the recycling truck. Ms. Snyder stated that residents should continue to separate recycling. She stated that the City did not anticipate operating for this length of time with these trucks.

Mr. Waltman stated that the decision to in-source recycling was based on a very tight pro forma. He expressed support for the survey of other municipalities. He stated that the cost of recycling to residents cannot continue to rise. He suggested that Mr. Jones also look at the process used by other municipalities.

Ms. Goodman-Hinnershitz noted that some states still give deposits back to those turning in bottles.

Mr. Waltman stated that recycling bins are often pilfered by those who need the cash to survive.

### **Citadel Traffic Issues**

Mr. Waltman expressed the belief that this topic is complete. He stated that the Committee left the issue to Chief Heim.

Mr. Marmarou stated that Mr. Campbell should also have followed up as discussed at

past meetings. He stated that the weather last winter was not bad enough to determine the problems that the stop sign at 12<sup>th</sup> & Walnut Sts may cause.

Mr. Jones stated that this stop sign is the big controversy. He recommended that the stop sign be approved by Council so that police can enforce it.

Ms. Goodman-Hinnershitz stated that Walnut St is one of the first to be plowed or salted during winter weather events.

Mr. Waltman stated that motorists must stop on all the other hills.

Mr. Jones explained that the stop sign appeared on the plans which were approved by the Planning Commission. He stated that these plans were recorded and the School District installed the stop sign without knowledge that Council must approve traffic changes.

Ms. Goodman-Hinnershitz stated that Mr. Campbell has been caught in the middle of this issue. She stated that he has many issues before him and that this stop sign is not a priority for him.

Mr. Jones stated that he will be sending correspondence to the Planning Commission about the need for Council approval for traffic changes. He suggested that Council approve the traffic changes before the plans are approved by the Planning Commission.

### **Police Force Manning Levels and Crime Trends**

Chief Heim reported that Part 1 crimes have increased slightly since 2011 but are still lower than 2009 and 2010 levels. He stated that the one exception is shootings, which have increased but not significantly. He stated that as of July 31 there were 35 shootings, compared to 46 at this time in 2011. He stated that in 2012 more shootings have resulted in deaths. He stated that nine people have died so far in 2012 compared with 6 in 2011 and 2 in 2010 (as of July 31). He stated that these trends are difficult to predict but that there has not been a large spike.

Mr. Waltman questioned if the reduced manning level has reduced efforts. Chief Heim stated that the response time has increased but that officers are very proactive. He stated that there is more difficulty with investigations and that investigative personnel are under a great deal of stress. He stated that he has worked to increase the size of patrol at the expense of investigators. He stated that the current patrol force is strong, young and enthusiastic.

Mr. Waltman commended Chief Heim that efforts are sustaining with a decreased staff.

Ms. Goodman-Hinnershitz suggested that the City's transiency adds to the crime issues in the City.

Mr. Marmarou stated that District 4 residents have adjusted to the decreased manning levels but remain satisfied with Police response. He stated that the College Heights area now has better cooperation with Albright.

Mr. Waltman stated that the City was a hub for illegal activity for several years. He questioned if the cameras were deterring crime. Chief Heim stated that they do. He stated that the camera system has performed better than he anticipated. He stated that the cameras are monitored live and the Video Surveillance Unit is doing a great job.

Ms. Goodman-Hinnershitz questioned if criminals are learning the locations of cameras and moving to other areas. Chief Heim suspected that some have but that he feels many cameras go unnoticed.

Ms. Goodman-Hinnershitz noted the increase in street dealing in District 2. She questioned more visibility of officers in playgrounds and parks. Chief Heim stated that these areas are difficult to patrol. He stated that he must focus his resources on serious crimes. He stated that these types of services are what are affected by decreased manning levels.

Mr. Waltman expressed his belief that without the cameras the City's condition would be greatly deteriorated.

Chief Heim reported that there are currently 168 officers with 30 of those in training and 7 in the Academy. He stated that the decrease in investigators to allow an increase in patrol has begun to wear heavily on the investigators.

Mr. Waltman questioned the capital needs of the Police Department. Chief Heim stated that there are none at this time.

Ms. Goodman-Hinnershitz noted the new paint scheme on the patrol cars. Chief Heim stated that there has been a national update to the paint schemes of patrol cars. He stated that the scheme change cost very little and that it was chosen by a committee of officers. He stated that all cars will have the new scheme in 4-5 years as cars are routinely replaced.



### **Crime Summit**

Ms. Goodman-Hinnershitz requested that the Administration keep Council informed about the upcoming crime summit and to have Council involved.

### **Standards to Establish a Crime Watch**

Mr. Marmarou stated that Northmont hopes to start a crime watch and has submitted volunteer applications. Chief Heim stated that there is no crime watch coordinator due to the reduced manning levels. He stated that he has been unable to address the issue but hopes to do so in the fall. He stated that volunteers must be vetted and trained.

Ms. Goodman-Hinnershitz suggested Chief Heim attend their next meeting and present "Crime Watch 101." Chief Heim stated that the department does not have current training materials. He stated that he must plan the program and obtain materials before training can begin. He stated that he will need additional manpower to bring this program back to Reading.

Mr. Marmarou stated that Northmont residents are discouraged that there has been no follow up. He noted that he does not want them to become vigilantes.

Ms. Goodman-Hinnershitz suggested that residents be taught how to report crimes.

Chief Heim stated that the traditional crime watch of the past is gone. He stated that there are no patrols or radios. He suggested that they begin a neighborhood watch and call police instead of relying on others to call. He stated that many times calls are for issues that the police cannot address.

Mr. Marmarou stated that he will update the group at their next meeting.

Chief Heim suggested that the group leader Google the topic to get additional information. He stated that the best watches build up a neighborhood and don't just report crimes. He stated that knowing your neighbors can increase the stability of a neighborhood.

### **Crime Alert**

Ms. Goodman-Hinnershitz stated that Crime Alert is becoming much more active and receiving more calls. Chief Heim stated that Crime Alert receives much information but that the information is given after a crime is committed.

### **Storm Water Utility**

Mr. Jones stated that he has a meeting scheduled between himself, the City's consultant

on this issue, the Mayor and Managing Director to update them. He stated that he must now determine if the current Administration wishes to move this issue forward. He stated that he will provide another update to the Committee in September or October.

### **Angelica Creek Bridge**

Mr. Jones stated that this bridge is between Route 10 and the river, not the Route 10 bridge. He stated that this bridge is in poor condition and recently underwent a review.

Mr. Johnson explained that emergency repairs were recently completed on the bridge. He circulated photos for review. He stated that this bridge is used by trail hikers and that it has sewer mains running below it. He stated that a report was submitted and that the bridge must be repaired. The estimate for repairs is approximately \$183,000. A new bridge would cost \$2 million.

Ms. Goodman-Hinnershitz stated that she is not surprised by the estimate. Mr. Jones stated that he wasn't either.

Mr. Johnson stated that he brought this issue to the Committee's attention so that they have this background information when they are asked to approve the bid for the project. He stated that lesser repair items will be part of add alternates for the bid and will be decided on case by case basis depending on the base bid amount.

Mr. Waltman stated that this project should be paid by the Sewer Fund.

Ms. Goodman-Hinnershitz questioned when the condition worsened. Mr. Jones stated that it continually gets worse with each storm causing more erosion.

Ms. Goodman-Hinnershitz questioned the age of the bridge. Mr. Johnson estimated that it was built in the early 1900's.

Mr. Waltman questioned if the condition of the bridge was an immediate threat to those using the trail. Mr. Jones explained that it is part of an offshoot of the trail that leads to Angelica Park. He stated that this part of the trail has been closed since the report was received.

### **Other Matters**

- Lease Agreements

Ms. Goodman-Hinnershitz stated that the Recreation Commission is reviewing lease agreements regarding parks and playgrounds. She stated that a report and recommendations will be provided to the City.

- Pagoda Foundation

The Pagoda Foundation has requested a lease agreement with the City concerning the Pagoda. She stated that Council action is anticipated in September or October. Mr. Jones stated that he has a meeting scheduled with the Foundation president to define the boundaries.

Ms. Goodman-Hinnershitz stated that former Mayor McMahon is the President of the Foundation.

- Cotton St

Ms. Goodman-Hinnershitz stated that there is a petition circulating to change the name of Cotton St to honor Ja'Lexy who was killed when she was struck by a car. Ms. Katzenmoyer described the policy to rename City streets and facilities and stated that she provided a copy to Ja'Lexy's grandmother. She stated that she also explained that the signatures on the petition needed to be those of the property owners, not tenants.

Chief Hollinger stated that in Washington DC many streets receive honorary names that do not change the street name. Mr. Jones stated that Reading has also done this in several instances.

Mr. Marmarou stated that there may be other, more appropriate ways to commemorate the life of Ja'Lexy.

Ms. Goodman-Hinnershitz stated that she has received many calls on this issue from property owners who do not want to change the name of the street. She stated that there is also a petition circulating to install traffic signals at all Cotton St intersections.

Mr. Waltman questioned if the size of the UGI meter and its encroachment on the sidewalk affected Ja'Lexy's ability to stay on the sidewalk. Those present did not believe the meter affected this accident.

The meeting adjourned at 6:07 pm.

Respectfully submitted by  
*Shelly Katzenmoyer, Deputy City Clerk*



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#### PUC Adopts Proposed Rulemaking on Gas Meter Location

July 28, 2011

HARRISBURG – The Pennsylvania Public Utility Commission (PUC) today issued for comment a proposed rulemaking related to the location of gas meters, which would make state regulations more consistent with the federal regulations the PUC has already adopted.

The Commission voted 5-0 to issue the proposed rulemaking for comment. It includes language that allows the natural gas utilities to have sole determination for meter set (meter and regulator) location, and that the determination should be based upon public safety. The proposed language also requires natural gas distribution companies (NGDCs) to relocate current inside regulators that are connected to steel service lines to the outside with the exception of historic districts and high risk vandalism districts within 10 years.

The proposed amended language imposes no additional regulatory requirements upon NGDCs that these utilities are not already subject to under the federal regulations.

Previously, the Commission directed the Bureau of Transportation, Gas Safety Division, to institute an investigation into the issue of gas meter placement and relocation. The Gas Safety Division concluded that the Commission's existing regulation is vague, inadequate and out-of-date with respect to the federal standards which the PUC has adopted. The proposed regulations are more consistent with these federal regulations.

Interested parties may submit comments up to 30 days following the publication of the proposed rulemaking in the *Pennsylvania Bulletin*. To submit comments, send an original and 15 copies (including the docket number) to the Pennsylvania Public Utility Commission, Attn: Secretary, P.O. Box 3265, Harrisburg, PA 17105-3265. A link to today's [Order](#) is available on the PUC website.

The Pennsylvania Public Utility Commission balances the needs of consumers and utilities to ensure safe and reliable utility service at reasonable rates; protect the public interest; educate consumers to make independent and informed utility choices; further economic development; and foster new technologies and competitive markets in an environmentally sound manner.

For recent news releases, audio of select Commission proceedings or more information about the PUC, visit our website at [www.puc.state.pa.us](http://www.puc.state.pa.us).

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Docket No. L-2009-2107155

#### Pennsylvania Public Utility Commission

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**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265**

Public Meeting held July 28, 2011

Commissioners Present:

Robert F. Powelson, Chairman  
John F. Coleman, Jr., Vice Chairman  
Wayne E. Gardner  
James H. Cawley  
Pamela A. Witmer

Rulemaking Re Amendment to  
52 Pa. Code §59.18 Meter Location

Docket No. L-2009-2107155

**PROPOSED RULEMAKING ORDER**

**BY THE COMMISSION:**

In accordance with Section 501 of the Public Utility Code, 66 Pa.C.S. § 501, the Commission formally commences its rulemaking process to amend its existing regulations at 52 Pa. Code § 59.18 “Meter Location” to the proposed language attached in Annex A.

**Background and Procedural History**

On August 21, 2008, the Commission directed the Bureau of Transportation, Gas Safety Division, to institute an investigation into the issue of gas meter placement and relocation in the context of service disputes between gas distribution companies and their customers. Pursuant to the Commission's directive, the Gas Safety Division reviewed existing regulations and tariff language on meter location. The Gas Safety Division concluded that the Commission's existing regulation is vague, inadequate, and out-of-date with respect to the federal standards which the PUC has adopted.

The issue of gas meter placement and relocation in the context of service disputes between NGDCs and their customers came before the Commission in two cases. *Mitchell v. Equitable Gas Company*, Docket No. C-20077457 (Final Opinion and Order Entered January 22, 2009); *Lucas v. Columbia Gas Company of Pennsylvania, Inc.*, Docket No. C-20065830 (Order entered June 3, 2008). In both cases, the meter relocation occurred due to a discovery and repair of leaking service lines. Each case involved a customer complaint filed after the utility charged for relocating the meter.

Specifically, customers had objected to being charged for the relocation of meters from inside their residences to an exterior location, and sought reimbursement of associated costs. The gas line from the meter outlet valve is considered customer owned property. Therefore, when the meters were relocated outside, the customer line was lengthened. Normally, a homeowner would have to contract with an Operator Qualified plumber to extend the house line outside to the meter. In the instances where the customers objected to the relocation of the meters, the NGDC required the meter to be relocated due to safety concerns.

After reviewing these and other cases, the PUC approved a motion offered by Commissioner Pizzigrilli finding that its regulations and the tariff provisions of gas utilities vary significantly:

[I]t is evident that there is ambiguity with respect to meter placement and relocation...[and] it is critically important that our regulations and company tariffs provide clear direction on meter location issues to ensure safe and reliable service.

As much of Pennsylvania's natural gas infrastructure is aging and a number of gas utilities are in the process of embarking on significant infrastructure replacement initiatives, it is an opportune time to assess the meter relocation policy to enable gas utilities to more efficiently address this issue in the

context of these programs and to ensure safe and reliable service.<sup>1</sup>

The Commission then directed the Gas Safety Division to undertake a review of the regulations and to prepare a report with any recommendations.

### DISCUSSION

Before discussing the Gas Safety Division's report, it is noteworthy, that the Commission's only regulation governing gas meter location reads:

52 Pa. Code § 59.18 Location of meters.

Meters shall be installed in either of the following locations:

1. Inside the building, preferably in a dry, well-ventilated place not subject to excessive heat, and as near as possible to the point of entrance of the pipe supplying service to the building.
2. Outside the building at a location selected by the utility. A meter cover or housing is required if, in the judgment of the utility, conditions require the physical protection for the meter installation.

The U.S. Department of Transportation ("DOT") regulations, which the Commission has adopted<sup>2</sup> and has an agreement with the Pipeline and Hazardous Material Safety Administration ("PHMSA") to enforce, include the following:

49 CFR §192.353 Customer meters and regulators: Location.

- (a) Each meter and service regulator, whether inside or outside a building, must be installed in a readily accessible location and be protected from corrosion and other damage, including, if installed outside a building, vehicular damage that may be anticipated. However, the upstream regulator in a series may be buried.

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<sup>1</sup> *Gas Meter Location*, Docket No. M-2008-2058386, Motion of Commissioner Kim Pizzigrilli (August 21, 2008).

<sup>2</sup> *See Ratification and Adoption of Amendments to Part 192 of Title 49 of the Code of Federal Regulations*, Docket No. M- 00001347, Order entered March 16, 2000, 2000 Pa. PUC LEXIS 4; 52 Pa. Code § 59.33, safety.

(b) Each service regulator installed within a building must be located as near as practical to the point of service line entrance.

(c) Each meter installed within a building must be located in a ventilated place and not less than 3 feet (914 millimeters) from any source of ignition or any source of heat which might damage the meter.

(d) Where feasible, the upstream regulator in a series must be located outside the building, unless it is located in a separate metering or regulating building.

49 CFR §192.357 - Customer meters and regulators:  
Installation.

(a) Each meter and each regulator must be installed so as to minimize anticipated stresses upon the connecting piping and the meter.

(b) When close all-thread nipples are used, the wall thickness remaining after the threads are cut must meet the minimum wall thickness requirements of this part.

(c) Connections made of lead or other easily damaged material may not be used in the installation of meters or regulators.

(d) Each regulator that might release gas in its operation must be vented to the outside atmosphere.

The Commission's Gas Safety Division, in conjunction with the Law Bureau, implemented an investigation regarding meter set (meter and regulator) location. The Gas Safety Division issued ten data requests to the ten largest gas utilities under PUC jurisdiction. The data requests included questions related to the number of inside/outside meter sets, inside regulators, tariff language, inside meter set leak calls, reportable incidents associated with inside meter sets, meter relocation charges, inside leak surveys, and local ordinances requiring certain meter locations. All ten gas utilities responded. The data revealed that the Pennsylvania natural gas industry has approximately 27% of



all meter sets located inside of residential dwellings. This average has been consistent over the last five years.

All the tariffs for the solicited utilities have tariff rules governing the location of meter sets. Each tariff states that the utility will make the ultimate siting determination. The basis for the utility decision for meter and regulator location is safety. The majority of the tariffs include language that allows for exceptions to outside siting. Allowance for inside meter and regulator sets are based upon historic area prohibitions and areas that have high amounts of vandalism.

The Commission is also concerned about the number of reportable incidents resulting, at least partially, from locating meters and regulators inside structures. The gas distribution utilities reported more than 4,000 leaks occurring on inside meter sets over a five year period. The number of reportable incidents<sup>3</sup> (65) over the past forty years, however, is more alarming. While it appears from the data that the inside meter and regulators were not always the primary factor for accidents, locating meters and regulators inside certainly contributed to these incidents through a release of natural gas. State and federal gas safety regulations require gas utilities to perform leak surveys over service lines periodically; however, several of the utilities reported that they could not comply with the leak survey requirements when the meter and regulator are inside a building, which prevents access. This is troubling because the state and federal regulations require leak surveys up to the meter. By not having access to the meter sets, the NGDCs cannot comply with the state and federal regulations and cannot detect inside leaks.

The state has experienced several gas explosions related to steel service lines being struck and pulled up from their stable position and subsequently pulling the service

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<sup>3</sup> A reportable incident exists where there was a release of gas and (1) greater than \$50,000 in damages; (2) death or injury; or (3) a significant event in the determination of the distribution utility.

line from the inside meter set. Plastic service lines with inside meter sets do not pull away since the excavation equipment usually severs the line immediately after being struck. The combination of steel service line and inside meter set is a high risk factor for natural gas incidents.

The responding NGDCs also addressed the cost of moving meter sets from the inside to the outside. In most instances, if the customer requests a meter set relocation, the customer pays for the extension of the customer piping up to the outlet valve of the meter set. But the utilities have multiple exceptions as to who pays. Under federal regulations, Operator Qualified plumbers are the only plumbers who may perform work on service lines and meters. The Operator Qualified plumbers are certified and tested by the specific gas utility.

If a meter set is to be moved outside and the meter set was connected to a steel service line, the NGDC would replace the steel service line and move the meter set outside where practical. The cost of replacing the steel service line and moving the meter set outside is approximately \$4,000 per unit. The average cost of moving only a meter set from inside to outside is approximately \$500. UGI opined that most of the steel service lines with inside meter sets were connected to bare steel or unprotected steel mains which would also need to be replaced and would increase the cost.

Therefore, if an NGDC is replacing a natural gas main in accordance with its main replacement program, NGDC's should make all reasonable efforts to replace the bare or unprotected steel service lines in addition to relocating the meter set. In 2008, Columbia Gas of Pennsylvania, Inc. requested limited waivers of the tariff rules relating to customer service line replacement.<sup>4</sup> According to Columbia's existing tariff, certain

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<sup>4</sup> Petition of Columbia Gas of Pennsylvania, Inc. for Limited Waivers of Certain Tariff Rules Related to Customer Service Line Replacement, Docket No. P-00072337.

customers are responsible for the installation, maintenance and replacement of their service lines. We agreed it would be inequitable to require these customers to replace their service lines at the customers' expense when the replacement was required by Columbia's main replacement and upgrade project. Thus, it would be prudent and more cost effective for NGDCs to coordinate their meter set relocation program (including steel service line replacement when necessary) with their main replacement program.

There are several alternatives, however, to relocating and replacement of inside meter sets and steel service lines. One alternative is to retrofit existing service lines with Excess Flow Valves. Excess Flow Valves (EFV) are currently mandated for all new and replaced service lines by federal law. *See* 49 U.S.C. 60110, 49 CFR § 192.381. The cost of retrofitting a steel service line with EFV is approximately \$1,500. Another alternative to relocation and replacement is to relocate the inside regulator to the outside. The majority of gas distribution utilities do not allow inside regulators, however the companies that do allow them include UGI, PECO, and PGW. The relocation of the inside regulator costs approximately \$450.

Finally, several utilities provide service in historic districts where municipal laws require the meter set to be located inside structures. In many of these instances, the utilities are able to locate the regulator outside; however, there are instances when the utility must locate the entire meter set inside due to zoning ordinances. In addition, some utilities must locate meter sets inside due to vandalism concerns.

After review of the state and federal regulations pertaining to meter set location, gas distribution tariffs, and after meeting with the gas utilities, the Gas Safety Section concluded:

1. The Pennsylvania regulations at §59.18 are silent as to reimbursement costs related to relocation of meters.

2. The Commission has adopted provisions of the Code of Federal Regulations, which address the safety issues related to meter set location and installation and thus are in conflict with the existing Pennsylvania regulations.
3. The collected data show that Pennsylvania has experienced 65 reportable incidents associated with inside meter sets and inside regulators over the last 40 years.
4. The gas distribution utilities have had more than 4,000 leaks related to inside meter sets over the last five years.
5. Several of the gas distribution utilities cannot comply with the state and federal regulations pertaining to leakage surveys because they cannot get access to inside meter sets.
6. Inside meter sets with inside regulators are a major concern due to the possibility of high pressure gas flowing into a structure if the inside meter or inside regulator is detached from the service line. Three gas distribution utilities have high numbers of inside meter sets with inside regulators that are at higher risk for failure because the inside meter and regulator are connected to a steel service line. Steel service lines are susceptible to pulling from excavation equipment. Pennsylvania has experienced several catastrophic explosions due to steel service lines pulling away from inside meter sets and inside regulators.

### **CONCLUSION**

The Commission, therefore, formally commences its rulemaking process to amend its existing regulations by amending 52 Pa. Code § 59.18 consistent with Annex A to this Order, so that the state regulations are consistent with the federal regulations that the Commission has adopted. The new regulation includes language that allows the natural gas utilities to have sole determination for meter set (meter and regulator) location. The determination should be based upon the interest of public safety. The proposed language also requires NGDCs to relocate current inside regulators, which are connected to steel service lines, to the outside with the exception of historic districts and high risk vandalism districts within 10 years.

The proposed amended language also provides for alternatives to relocating inside meter sets outside. These alternatives include installation of an Excess Flow Valve on steel service lines or relocating inside regulators to the outside if the meter set is connected to a steel service line. The proposed amended language imposes no additional regulatory requirements upon NGDCs that these utilities are not already subject to under the federal regulations. The Commission seeks comments from all interested parties on this proposed regulation amendment, which is found at Annex A to this Order.

Accordingly, under sections 501 and 1501 of the Public Utility Code, 66 Pa.C.S. § 501 and 1501; sections 201 and 202 of the Act of July 31, 1968, P.L. 769 No. 240, 45 P.S. §§ 1201-1202, and the regulations promulgated thereunder at 1 Pa. Code §§ 7.1, 7.2, and 7.5; section 204(b) of the Commonwealth Attorneys Act, 71 P.S. 732.204(b); section 745.5 of the Regulatory Review Act, 71 P.S. § 745.5; and section 612 of the Administrative Code of 1929, 71 P.S. § 232, and the regulations promulgated thereunder at 4 Pa. Code §§ 7.231-7.234, we are considering adopting the proposed regulations set forth in Annex A, attached hereto; **THEREFORE,**

**IT IS ORDERED:**

1. That a proposed rulemaking be opened to consider the regulations set forth in Annex A.
2. That the Secretary shall submit this proposed rulemaking Order and Annex A to the Office of Attorney General for review as to form and legality and to the Governor's Budget Office for review of fiscal impact.
3. That the Secretary shall submit this proposed rulemaking Order and Annex A for review and comments to the Independent Regulatory Review Commission and the Legislative Standing Committees.

4. That the Secretary shall certify this proposed rulemaking Order and Annex A and deposit them with the Legislative Reference Bureau to be published in the *Pennsylvania Bulletin*.

5. That an original and 15 copies of any written comments referencing the docket number of the proposed regulations be submitted within 30 days of publication in the *Pennsylvania Bulletin* to the Pennsylvania Public Utility Commission, Attn: Secretary, P.O. Box 3265, Harrisburg, PA 17105-3265.

6. That a copy of this proposed rulemaking Order and Annex A shall be served on the Office of Trial Staff, the Office of Consumer Advocate, and The Office of Small Business Advocate, and all Natural Gas Distribution Companies.

7. That the contact person for this proposed rulemaking is Adam D. Young, Assistant Counsel, Law Bureau, (717) 787-5000. Alternate formats of this document are available to persons with disabilities and may be obtained by contacting Sherri DelBiondo, Regulatory Coordinator, Law Bureau, 717-772-4579.

BY THE COMMISSION,



Rosemary Chiavetta  
Secretary

(SEAL)

ORDER ADOPTED: July 28, 2011

ORDER ENTERED: July 28, 2011

ANNEX A  
TITLE 52. PUBLIC UTILITIES  
PART I. PUBLIC UTILITY COMMISSION  
Subpart C. FIXED SERVICE UTILITIES  
CHAPTER 59. GAS SERVICE

\* \* \* \* \*

§ 59.18. [Location of meters.] Meter and regulator location.

[Meters shall be installed in either of the following locations:

- (1) Inside the building, preferably in a dry, well-ventilated place not subject to excessive heat, and as near as possible to the point of entrance of the pipe supplying service to the building.
- (2) Outside the building at a location selected by the utility. A meter cover or housing is required if, in the judgment of the utility, conditions require the physical protection for the meter installation.]

(a) General requirements.

- (1) When practical, a building may not have more than one service line. Service lines must terminate in the building in which the service line enters.
- (2) Meters shall be installed at the service regulator. When more than one meter is set on a particular premises, they shall be set at one location. When it is necessary to install meters at multiple locations on the premises, the utility operator shall provide a tag or other means to indicate there are multiple meter locations.
- (3) An outside, above-ground meter location shall be used when availability of space and other conditions permit.
- (4) When selecting a meter or service regulator location, a utility shall consider potential damage by outside forces, including:
  - (i) Vehicles.
  - (ii) Construction equipment.
  - (iii) Tools or other materials which could be placed on the meter.
  - (iv) Falling objects, such as packed snow or ice from a roof.
- (5) When potential damage is evident, the meter or service regulator shall be protected or an alternate location selected.

(6) Meters and service regulators may not be installed in contact with the soil or other potentially corrosive materials. A utility shall consider the potential for shorting out the insulating fitting when choosing a location.

(7) The meter location must accommodate access for meter reading, inspection, repairs, testing, changing, and operation of the gas shut-off valve.

(8) The meter location must accommodate for the installation of the service line in a straight line perpendicular to the main.

(9) Meters and service regulators may not be installed in the following locations:

- (i) Directly beneath or in front of windows or other building openings which may be used as emergency fire exits.
- (ii) Under interior or exterior stairways.
- (iii) A crawl space with limited clearance.
- (iv) Near building air intakes.

(10) When the Commission or a utility determines that a meter or regulator must be moved for safety reasons, all costs associated with the relocation of such meter or regulator shall be borne by the utility. When a utility moves a meter in addition to the regulator, pursuant to this section, the cost of extending customer-owned facilities to the new meter location shall be borne by the utility.

(11) A customer requesting that a meter or regulator be moved shall pay the costs associated with such relocation when the meter and regulator are currently situated in a suitable location pursuant to state and federal guidelines.

(12) Utilities shall address meter location in their tariffs.

(b) *Outside meter or service regulator locations.* Outside meters or service regulators shall be installed in the following locations:

(1) Above ground in a protected location, adjacent to the building served.

(2) In a properly designed buried vault or meter box.

- (i) The vault or meter box shall be located on a customer's property, either adjacent to the building served or near the gas main.



(ii) Vaults may be located in a public right of way. Consent of local jurisdictions may be required.

(3) A utility shall consider proper design and location criteria for a meter box, including the following:

- (i) Ventilation.
- (ii) Vehicular traffic.
- (iii) Potential for soil accumulation.
- (iv) Surface water runoff.
- (v) High water table.
- (vi) Proximity to building air intakes or openings.
- (vii) Proximity to an excessive heat source.

(4) Piping installed through vault walls shall be properly coated to protect from corrosion.

(5) Vaults containing gas piping may not be connected by means of a drain connection to any other underground structure.

(6) When a meter box is located outside a paved surface, a utility shall consider the potential for fill, topsoil, or sod being placed over the vault, and when practical, choose an alternate location.

(7) A utility shall refer to the guide material under 49 C.F.R. § 192.355 (relating to considerations involving service regulator and relief vents in vaults).

(c) *Inside meter or service regulator locations.*

(1) Inside meter locations shall be considered only when:

- (i) An acceptable outside location is not available due to restrictions in Federally approved Historic Districts or in high risk vandalism districts.
- (ii) Protection from ambient temperatures is necessary to avoid meter freeze-ups.

(2) Regulators shall be located outside when a meter is located inside.

(3) All installed inside meters shall be attached to an operable outside shut off valve.

(4) All regulators, connected to steel service lines, shall be relocated to the outside by year end 2020.

(6) Meters and service regulators may not be located in engine, boiler, heater, or electrical equipment rooms, living quarters, closets, restrooms, bathrooms, or similar confined locations.

(7) Each service regulator installed within a building shall be located as near as practical to the service line entry point. When selecting the service regulator location, venting requirements and the vent piping location and length shall be considered.

(8) When a meter or service regulator is located inside a building, a utility shall comply with 49 CFR §192.365 (relating to valve locations). A utility shall install a readily accessible shut-off valve outside the building.

(d) *Other meter or service regulator locations.* A utility may consider a specially constructed cabinet recessed in the building wall, sealed from inside the building and vented to, and accessible from, outside the building.

## Different Types of Gas Flow Meters

By Steve Smith, eHow Contributor

*Gas flow meters measure the amount of gas flowing through a system. They are connected to a pipe or tank and, as gas flows through the pipe or into the tank, these meters accurately take measurements in one of several ways. There are several types of gas flow meters used today. They are typically used in industrial processing facilities which need to keep track of gas flow, and in homes to measure the flow of heating gas. If you use propane to heat your home, a gas flow meter is installed on the gas pipe that runs into your home.*

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### Diaphragm Gas Flow Meters

The most commonly used type of gas flow meter is the diaphragm or bellow meter. The meter uses a set of diaphragms which move along an axis in a horizontal or vertical orientation. Gas flows into this chamber, and then back out again. Each time it moves, the diaphragms part. When the diaphragms move, a system of gears is set in motion, which operates a counter. Each time the diaphragms expand and contract, a number is rotated on the counter. In this way, a gas company can see how much gas a home or business is using.

### Turbine Flow Meter

A turbine flow meter operates by measuring the velocity of gas transfer. As you might expect, it is positioned inside a pipe line. When gas flows by the turbines it causes them to spin. The rate of speed of the turbines is translated into a measurement of gas flow by a mechanical counter. Since only a certain amount of gas can be transferred through a pipe at one time, the meter can be fairly accurate in how much gas has passed by the meter just by measuring the speed at which it was transferred.

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## Rotary Gas Flow Meter

The rotary gas flow meter makes use of propellers to transfer gas. These propellers spin opposite one another. With each rotation, a specific amount of gas can be transferred. The propellers are connected to a shaft that is connected to a mechanical counting mechanism. In most rotary flow meters, the counter translates each shaft rotation into a number corresponding to the amount of gas flow for each rotation. Typically, these meters are used on larger industrial applications where large volumes of gas are being transferred as in city gas pipelines.

## Coriolis Gas Flow Meter

The Coriolis meter is a little more complex in nature. They take into account the Coriolis effect of gravitation pull and fluid or gas movement. Two parts of the meter vibrate together inside the pipe, and the rate of vibration corresponds to the overall density of the contents in the pipe. When gas flows, the density changes, and the Coriolis effect changes the vibration of one of the parts of the meter. This vibration difference is translated into a precise reading by electronic measuring devices inside the meter.

## Ultrasonic Gas Meters

Another type of flow meter is the ultrasonic meter. It is used to determine the amount of gas flowing in large industrial applications. The meter does not have a mechanical turbine or diaphragm. It measures the speed of sound waves traveling through the pipe, from one point to another. The results are determined through advanced sonic measuring devices in the meter. Many of these meters use four separate sound waves to take an average density of gas in the pipe. Since sound travels at different speeds in different volumes of gas a reading can be generated to a high accuracy. These gas flow meters do require very advanced computations, so advanced computers are a part of the meter.

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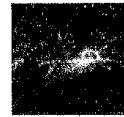
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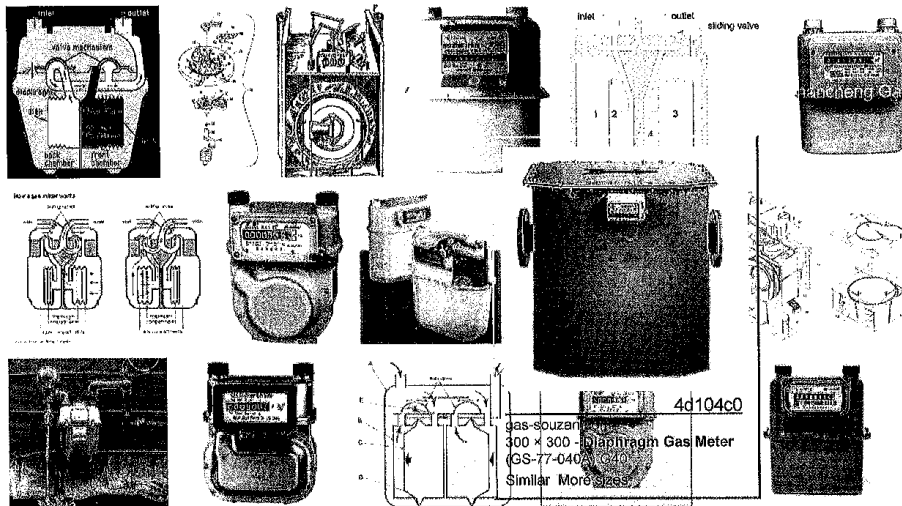


Google diaphragm gas meter photos

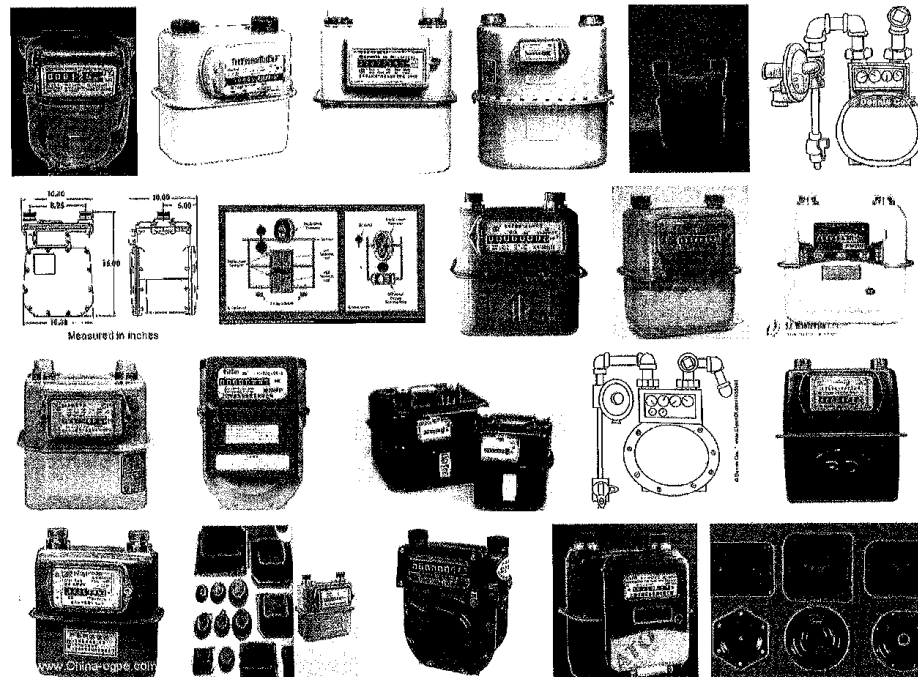
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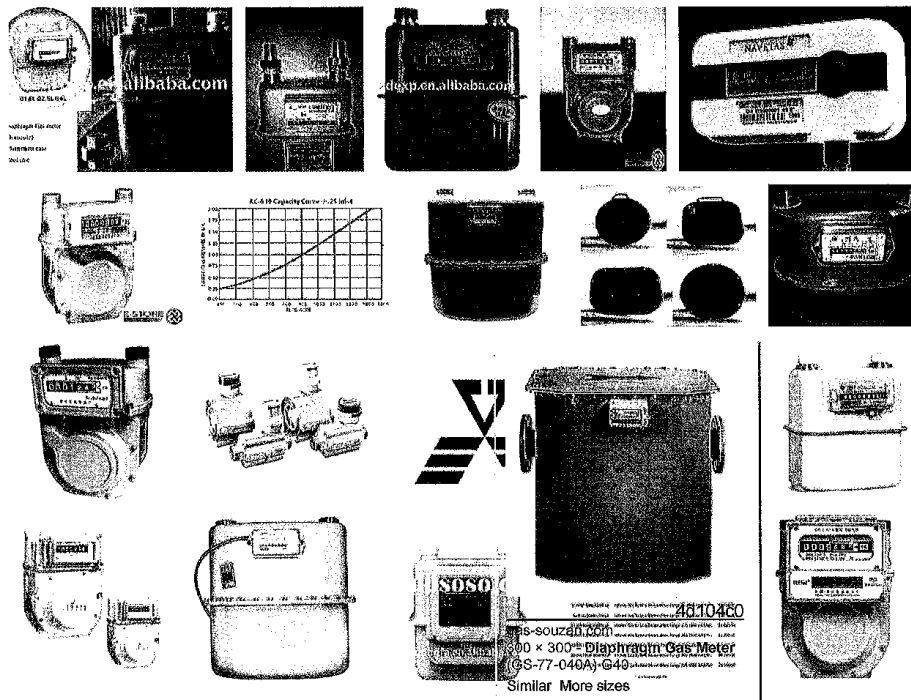
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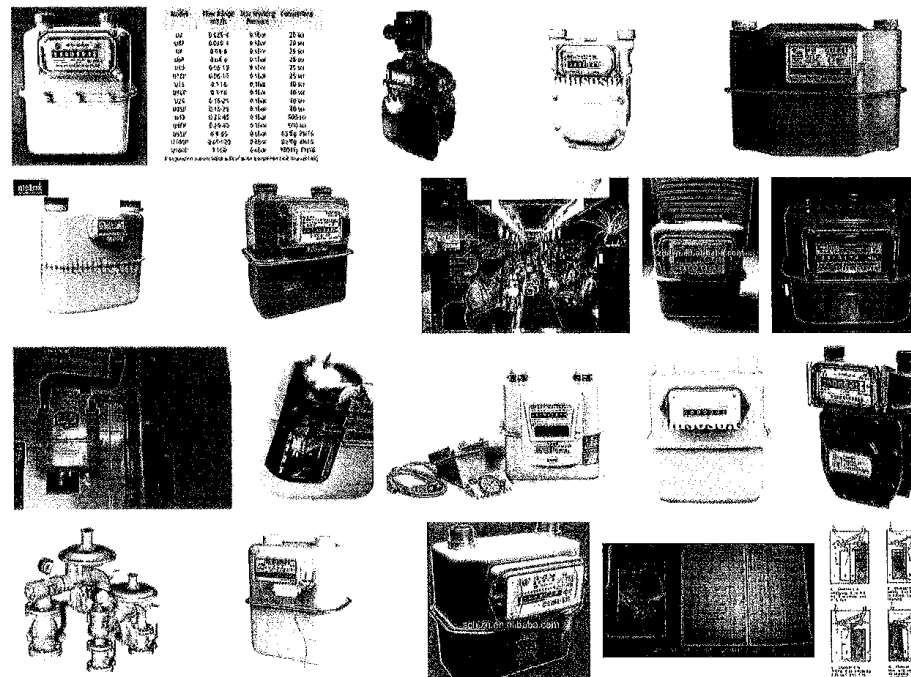
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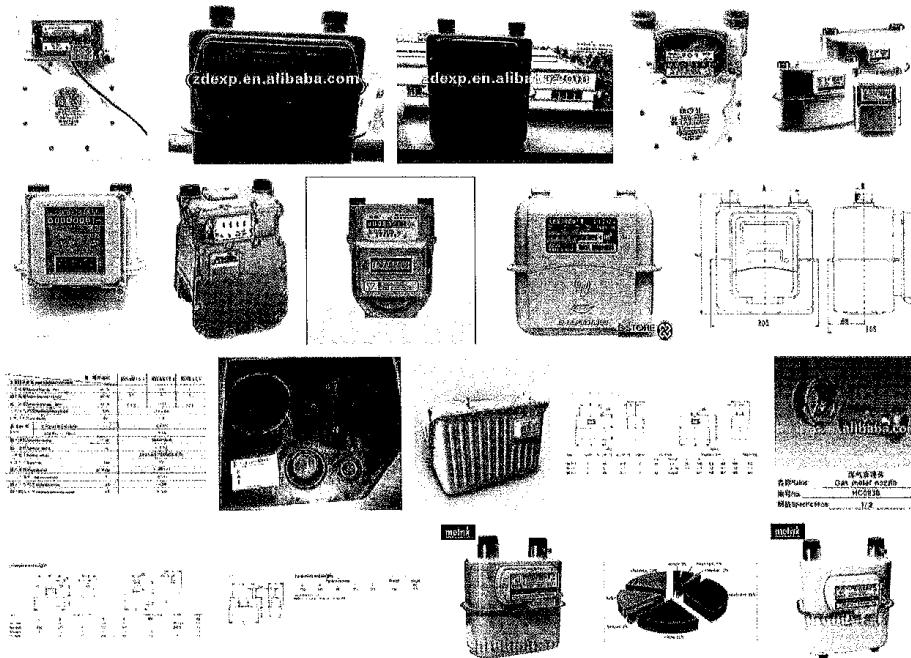
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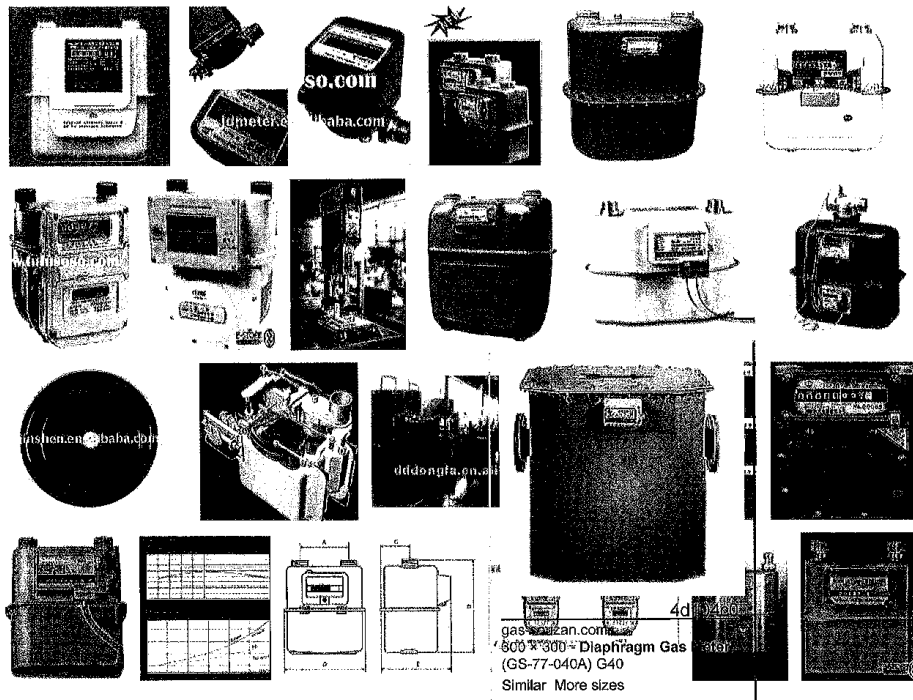
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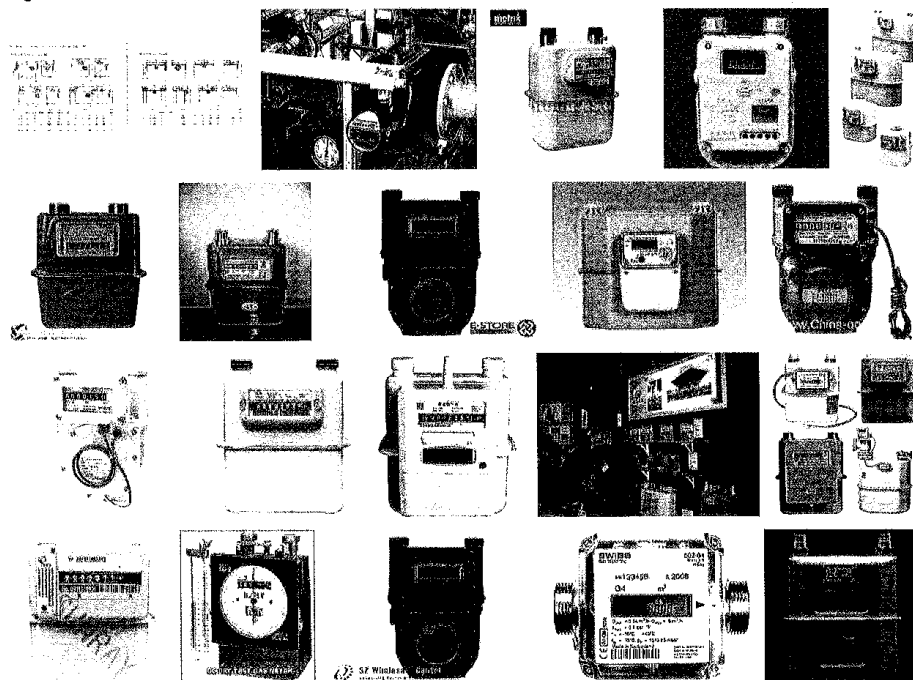
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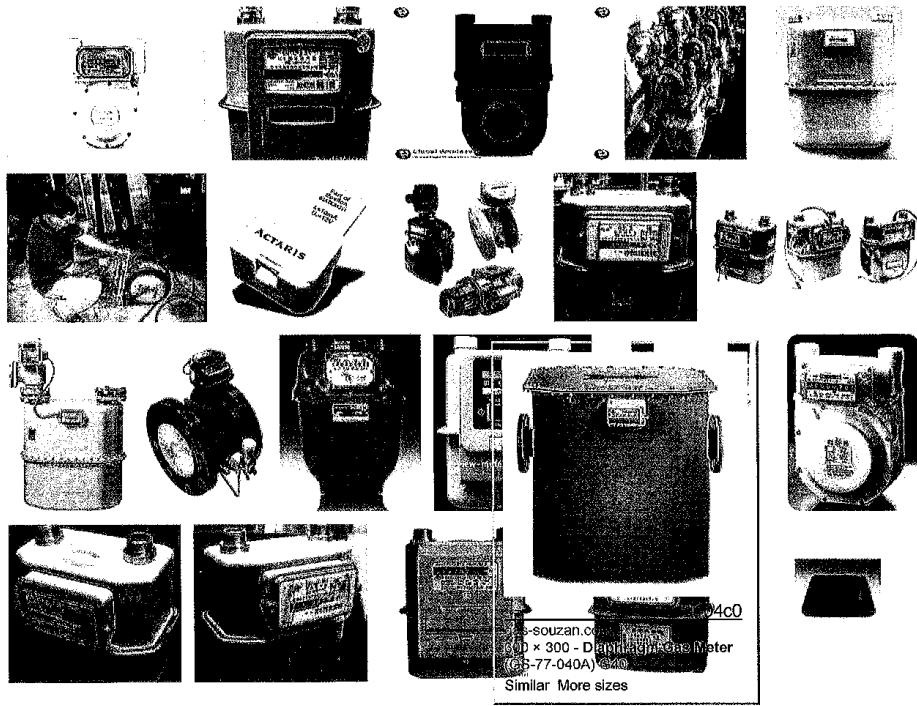


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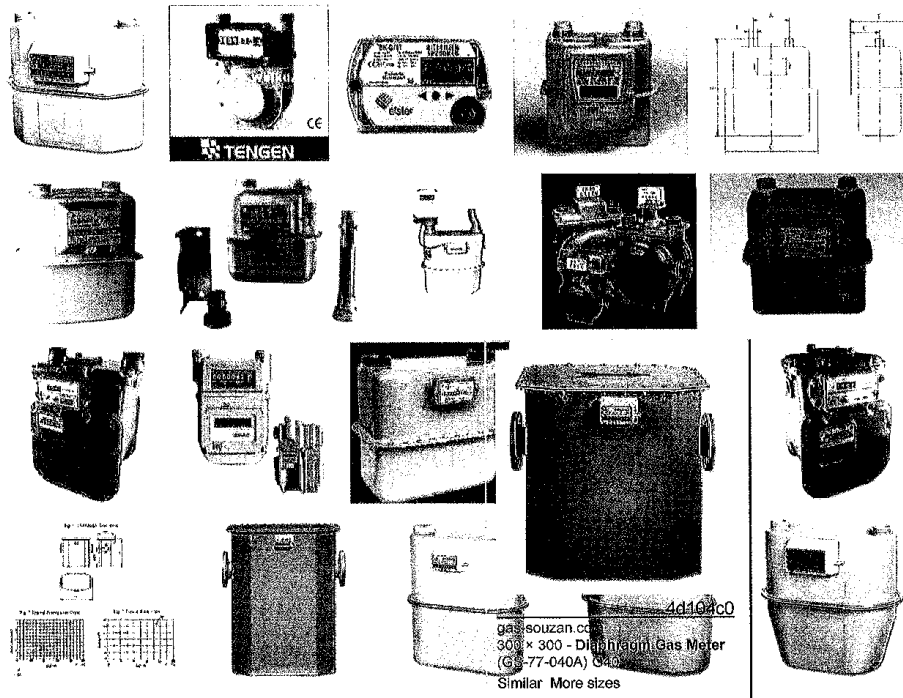




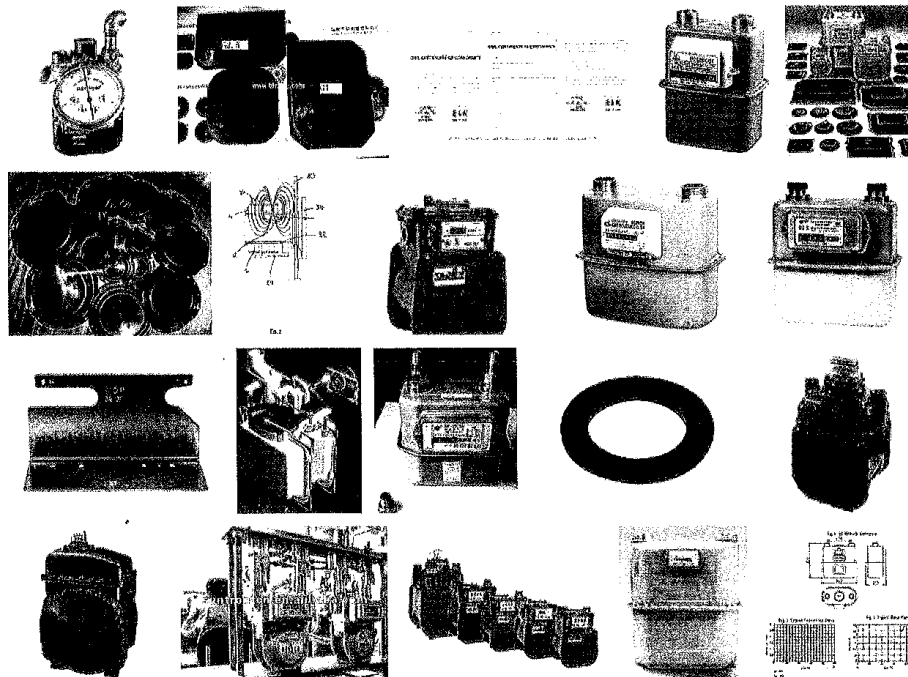
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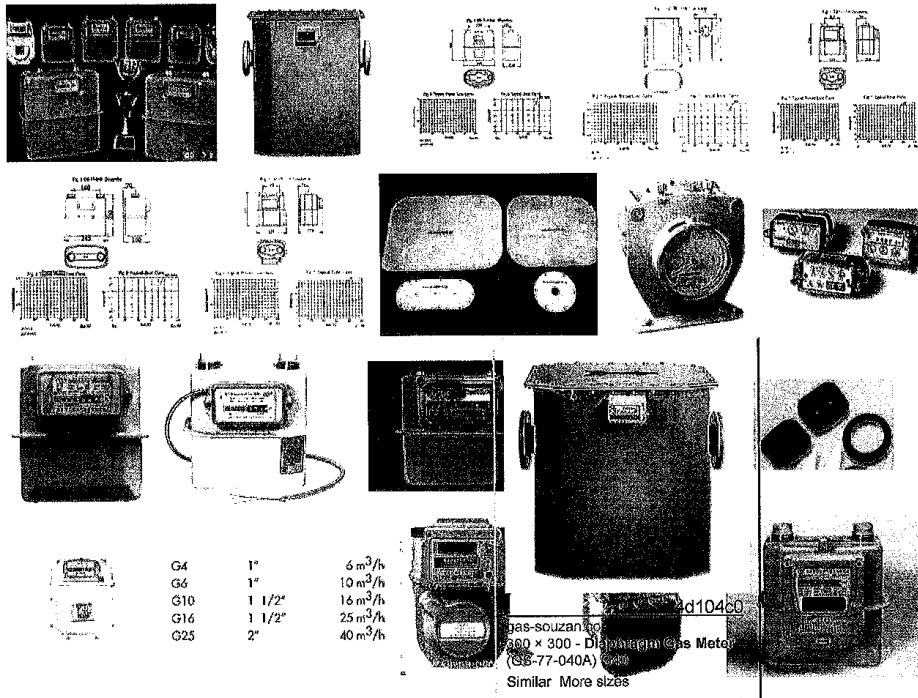
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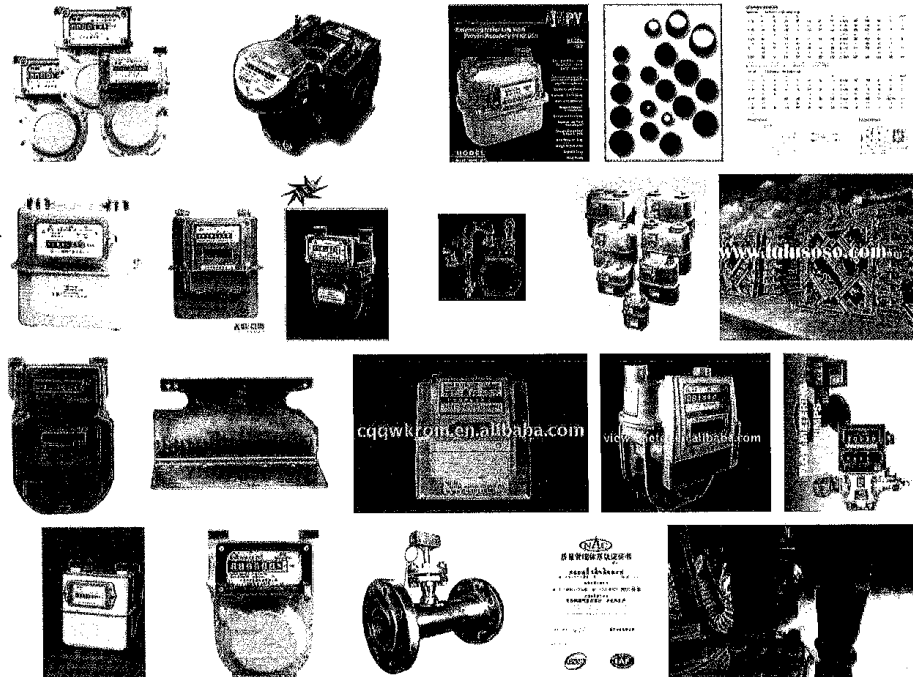
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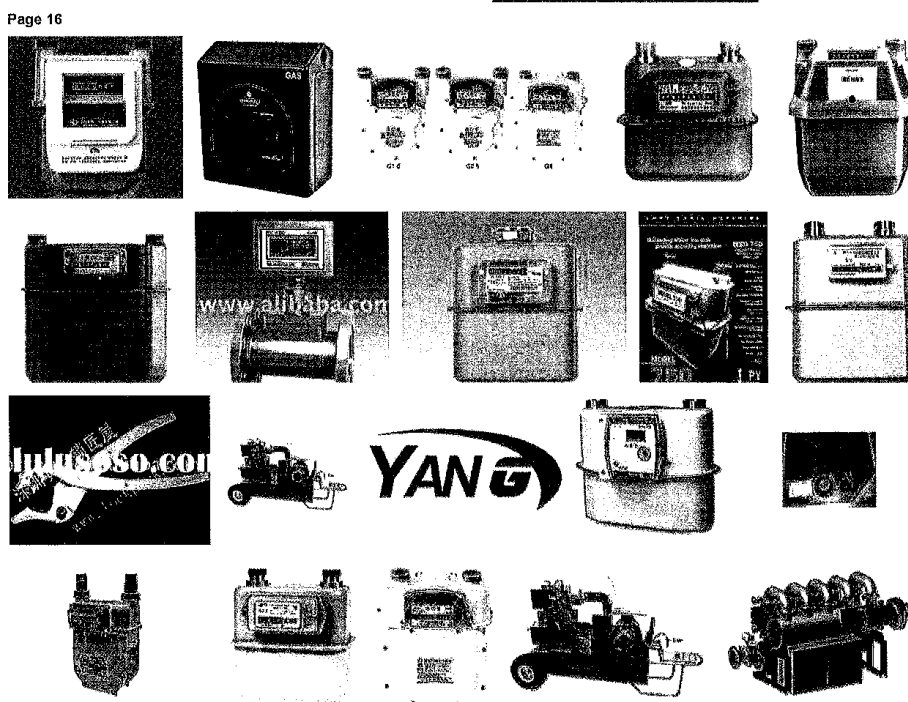
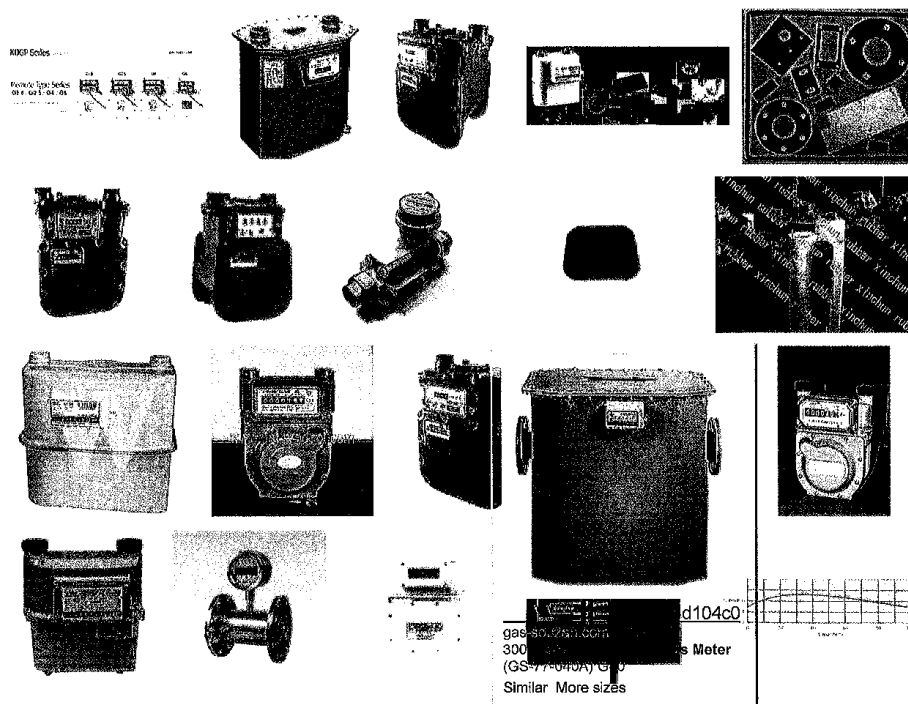
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**From:** Tonya Butler [mailto:[tonya.butler@readingpa.org](mailto:tonya.butler@readingpa.org)]  
**Sent:** Wednesday, August 01, 2012 4:15 PM  
**To:** Linda Kelleher  
**Subject:** RE: Angelica Work Session Minutes

Linda,

Ok, Here are the answers to Council's concerns:

1. The term of the lease is 99 years.
2. All of Zone 3 is open to the general public.
3. Everyone can have a sign: City, Alvernia and the Conservancy.

Also:

1. Alvernia will pay the City \$300.00 a month for the cost of basic utilities of the boathouse.
2. The City will pay 50% of the cost of all major repairs, improvements, upgrades, and/or repaving of the roadways and other areas of the Premises except for the Conservancy's development.
3. The City must maintain \$3,000,000.00 combined single limits for bodily injury/death and property damage

Other than that, there isn't much out of the normal language. I will be out tomorrow and Friday but we can discuss further next week.

***Tonya A. Butler, Esquire***  
***Legal Specialist, City of Reading***  
***815 Washington Street***  
***Reading, PA 19601***  
***610-655-6404***

## **TRI-PARTY LEASE AGREEMENT**

THIS TRI-PARTY LEASE AGREEMENT (the "Agreement") is dated to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Commencement Date") by and among CITY OF READING, a third class city of the Commonwealth of Pennsylvania, having an address at 815 Washington Street, Reading, Pennsylvania 19601 (the "City"), ALVERNIA UNIVERSITY, a Pennsylvania non-profit corporation, having an address at 400 St. Bernardine Street, Reading, Pennsylvania 19607 (the "Alvernia") and BERKS COUNTY CONSERVANCY, a Pennsylvania non-profit corporation, having an address at \_\_\_\_\_ (the "Conservancy").

### **BACKGROUND**

A. The City is the owner of a tract of land and the improvements erected thereon located in the City of Reading, Berks County, Pennsylvania, being known as "Angelica Park" (hereinafter referred to at times as "Angelica").

B. The Conservancy and Alvernia desire to lease a certain portion of Angelica Park as more specifically depicted, described and/or identified in Section 1.1 below and on the map that is attached hereto and incorporated herein by reference as Exhibit "A" (the "Premises") from the City and the City desires to lease the Premises to the Conservancy and Alvernia in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the City and the Alvernia and the Conservancy hereby covenant and agree as follows:

### **ARTICLE 1**

#### **PREMISES AND TERM**

**Section 1.1 Grant of Lease.** The City for and in consideration of the terms, covenants, and conditions herein contained, does hereby lease unto the Conservancy and Alvernia, and the Conservancy and Alvernia do rent and lease from the City the Premises for the uses and purposes as specifically described as follows:

(a) The entire portion of the Premises identified as Zone 1 on Exhibit A together with the existing building located thereon known as the Environmental Exploration Center a/k/a the Boathouse (the “Boathouse”), which shall be used by the Conservancy and Alvernia to hold community programs and activities in furtherance of each other their respective non-profit business purposes for the general public. The Conservancy shall have the primary responsibility for programming at the Boathouse including coordinated programs with community partners such as the City, Alvernia, the Holleran Center, the Reading School District, Albright College, Nolde Forest, the County of Berks and the Berks County Intermediate Unit. In furtherance of this, the Conservancy shall be responsible for scheduled organized activities conducted at the Boathouse or the Premises pursuant hereto and to use its best efforts to prevent scheduling conflicts arising from multiple events being held simultaneously at the Boathouse and/or the Premises. Notwithstanding this, Alvernia shall have primary consideration to conduct its own programming at the Boathouse at times reasonably acceptable to the Conservancy and at no additional costs to Alvernia. Notwithstanding this, the scheduling by the Conservancy of any events/activities within Zone 3 of the Premises shall be subject to the prior written approval of Alvernia. Additionally, Alvernia shall have the primary right to provide classes and other programming consistent with the Environmental Exploration and Sustainability/Conservation focus of the Center at the Premises.

(b) The parking lot within Zone 3 of the Premises, which shall be used collectively by the City, Alvernia and the Conservancy for the parking of motor vehicles of the employees, licensees and invitees of such parties.

**Section 1.2 Term.** The Conservancy and Alvernia shall HAVE AND HOLD the Premises for a term commencing on the Commencement Date and expiring at midnight on \_\_\_\_\_, December 31, 2017 (the "Term"). If the Conservancy fails to commence construction of the Improvements prior to December 31, 2017 in accordance with Section 3.1 below, this Agreement shall expire as of the end of the Term. If the Conservancy does commence construction of the Improvements prior to December 31, 2017 in accordance with Section 3.1 below, the parties agree to commence negotiations for a new Lease to replace this Agreement as of the commencement date for construction of the Premises pursuant to which the Conservancy shall become solely responsible for the Premises.

## **ARTICLE 2**

### **RENT AND CONSIDERATION**

**Section 2.1 Rent.** In consideration of the lease of the Premises, Alvernia shall pay to the City not more than Three Hundred Dollars (\$300.00) on a monthly basis for the costs of basic utilities to the Boathouse.

**Section 2.2 Manner of Payment.** All amounts payable under Section 2.1 of this Article, as well as all other amounts payable by Alvernia and the Conservancy to City under the terms of this Lease, shall be paid at the address of City set forth above or at such other place as City shall from time to time designate by notice to Alvernia and the Conservancy, in lawful money of the United States.



**Section 2.3 Credit.** In consideration for lease of the Premises, the Conservancy shall reimburse Alvernia for the utility costs and expenses set forth in Section 2.1 above from the any fees generated by the Conservancy from community programs and activities held at the Boathouse in furtherance of each its non-profit business purposes.

### **ARTICLE 3**

#### **IMPROVEMENTS TO BE CONSTRUCTED**

##### **BY THE CONSERVANCY AND/OR ALVERNIA AT THE PREMISES**

**Section 3.1 Improvements by the Conservancy.** The parties agree that the Conservancy shall be permitted to construct and relocate its business headquarters to the Premises and to erect, install and maintain appropriate signage in accordance with Article 13 below. The aforesaid improvement(s) to be constructed by the Conservancy is hereinafter referred to as the “Improvements”. The Conservancy agrees to incorporate the existing Boathouse into its design for the Improvements. Drawings of the proposed Improvements will be provided to the City and Alvernia for their written consent prior to the Conservancy beginning construction/installation of the Improvements at the Premises, which consent shall not be unreasonably withheld or delayed. The Conservancy shall commence construction of the Improvements prior to expiration of the Term.

**Section 3.2 Development by Alvernia.** The parties agree that Alvernia shall be permitted to propose development in limited portions of the Premises identified as Zone 7 on Exhibit A pursuant to a separate Easement Agreement by and between Alvernia and the City to be executed on terms and conditions mutually agreeable to both parties.

**Section 3.3 Payment for Improvements and Development.** The Conservancy shall be responsible for the entire cost of the Improvements set forth in Section 3.1 above and Alvernia shall be responsible for the entire cost of any development under Section 3.2 above.

**ARTICLE 4**  
**RESPONSIBILITIES**

**Section 4.1 Alvernia's Responsibilities for the Premises.** In addition to other costs/expenses set forth elsewhere in this Agreement, Alvernia shall have the responsibilities of providing, paying for, or obtaining the following for the Premises, at Alvernia's sole cost and expense:

- (a) The monthly basic utility costs to the Boathouse in an amount not to exceed Three Hundred Dollars (\$300.00) per month.
- (b) Except as set forth in Section 4.3(b) below, the routine minor maintenance of the Premises and the Boathouse including, but not limited to, the trimming and care of grass/lawn areas, trees and shrubbery, janitorial service and trash removal; provided that, in the performance of said duties, Alvernia agrees to confer with the Conservancy on issues involving the maintenance of those areas of the Premises that are adjacent to the Boathouse.
- (c) A secondary role in the security and public safety duties at the Premises in conjunction with City.

**Section 4.2 City's Responsibilities for the Premises.** In addition to other costs/expenses set forth elsewhere in this Agreement, the City shall have the responsibilities of

providing, paying for, or obtaining the following for the Premises, at the City's sole cost and expense:

- (a) The primary police, fire, emergency, security and public safety duties.
- (b) The cost of major repairs and/or improvements to the Boathouse and/or the Premises (not including the Improvements).

**Section 4.3 Conservancy's Responsibilities for the Premises.** In addition to other costs/expenses set forth elsewhere in this Agreement, the Conservancy shall have the responsibilities of providing, paying for, or obtaining the following for the Premises, at the Conservancy's sole cost and expense:

- (a) The Improvements.
- (b) Landscaping around the Boathouse.

**Section 4.4 Compliance with Law.** Neither Alvernia nor the Conservancy shall use the Premises for any purpose in violation of any federal, state or municipal law currently existing or hereinafter promulgated, governing the use and safety of the Premises, and the Alvernia and the Conservancy shall at all times ensure that its use of the Premises is within full compliance with all applicable statutes and ordinances.

**Section 4.5 Permits and Licenses.** Alvernia and the Conservancy shall promptly procure, maintain and comply with all permits, licenses and government authorizations required for their use of the Premises as set forth herein.

**Section 4.6 No Violation of Insurance Contracts.** The parties shall not use the Premises in any manner which would make void or voidable any insurance required to be carried by them or which will make it impossible for either party to obtain fire, general liability or other insurance.

**Section 4.7 No Discrimination.** Alvernia and the Conservancy covenant and agree that during their use of the Premises, neither will not discriminate against any person or persons on the basis of race, color, creed, religion, national origin, age, veteran status and/or disability.

## **ARTICLE 5**

### **INTENTIONALLY OMITTED**

## **ARTICLE 6**

### **GOVERNMENT APPROVALS**

**Section 6.1 Conservancy's Responsibility to Obtain Government Approvals.** The Conservancy shall obtain any governmental approvals necessary for the construction of the Improvements at the Premises. The City will support and cooperate with the Conservancy in any efforts to gain necessary government or municipal approvals.

## **ARTICLE 7**

### **INSURANCE**

**Section 7.1 Casualty Insurance.** Alvernia and the Conservancy shall keep the Boathouse to be insured against loss, damage or destruction by fire or such other hazards as are covered by and protected under policies of insurance commonly known as "Extended Coverage Insurance". Upon commencement of the construction of the Improvements and while this Agreement is still in effect, the Conservancy shall keep the same to be insured against loss, damage or destruction by fire or such other hazards as are covered by and protected under policies of insurance commonly known as "Extended Coverage Insurance".

**Section 7.2 Liability Insurance.** All parties shall provide insurance for risks associated with their respective use of and responsibilities related to the Premises in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limits for bodily

injury/death and property damage. All parties will each, at their sole cost and expense, obtain and maintain insurance with insurance companies approved by the other for general public liability, bodily injury and property damage arising from the use of the Premises by the insuring party, its agents, employees, students, guests, spectators, participants, officials, concessionaires or others, and shall provide each other with Certificates of Insurance naming the other party as an additional insured. If the City is self-insured, the City shall provide Alvernia and the Conservancy with proof of adequate reserves to meet the requirements of this Section. The parties shall review with each other the amount of insurance coverage every five (5) years.

**Section 7.3 Additional Insureds.** All parties shall each cause the other to be named as an additional insured on all such policies and provide proof that such coverage has been obtained and remains in effect during the term of this Agreement.

## **ARTICLE 8**

### **INDEMNIFICATION**

**Section 8.1 Indemnification by City.** Except to the extent arising out of the negligent acts or omissions or willful misconduct of Alvernia and/or the Conservancy, their employees, agents, contractors, and/or students, the City agrees to and does hereby indemnify and hold Alvernia and the Conservancy harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, or other persons and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the City; or (ii) the breach by City of the provisions of this Agreement.

**Section 8.2 Indemnification by Alvernia.** Except to the extent arising out of the negligent acts or omissions or willful misconduct of the City and/or the Conservancy, their employees, agents, contractors, invitees and/or residents, Alvernia agrees to and does hereby indemnify and hold the City and the Conservancy harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, or other persons and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the Alvernia; or (ii) the breach by Alvernia of the provisions of this Agreement.

**Section 8.3 Indemnification by the Conservancy.** Except to the extent arising out of the negligent acts or omissions or willful misconduct of the City and/or Alvernia, their employees, agents, contractors, invitees and/or residents or students, the Conservancy agrees to and does hereby indemnify and hold the City and Alvernia harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, or other persons and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the Conservancy; (ii) any penalty, damage or charge incurred or imposed by reason of any violation of law or ordinance, including, but not limited to zoning and building code ordinances, by the Conservancy; or (iii) the breach the Conservancy of the provisions of this Agreement.

**Section 8.4 Indemnification not Limited by Insurance.** Full compliance or failure to comply with the provisions of this Agreement relating to insurance shall in no way relieve or diminish each parties responsibilities hereunder.

**Section 8.5 Survival of Termination of Agreement.** These indemnifications shall survive the termination of this Agreement.

**Section 8.5 Waiver of Immunity.** The City hereby waives any statutory immunity and limit on its liability as between the parties hereto for claims arising pursuant to this Agreement, and specifically Articles 7 and 8, or the City's use of the Premises.

## **ARTICLE 9**

### **ENVIRONMENTAL**

**Section 9.1 Compliance with Environmental Laws.** The City, Alvernia and the Conservancy agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Premises.

**Section 9.2 Environmental Indemnification.** The City, Alvernia and the Conservancy agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) a party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or

(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

**Section 9.3 Indemnifications Survive Termination of Agreement.** The indemnifications of this Article 9 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of conditions at the Premises or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Article 9 will survive the expiration or termination of this Agreement.

## **ARTICLE 10**

### **CONDEMNATION**

**Section 10.1 Condemnation.** In the event the City receives notification of any condemnation proceedings affecting the Premises, the City will promptly provide notice of the proceeding to Alvernia and the Conservancy. If a condemning authority takes all of the Premises, or a portion sufficient, in Alvernia and the Conservancy's mutual reasonable determination, to render the Premises unsuitable for use by Alvernia and the Conservancy pursuant hereto, this Agreement will terminate as of the date the title vests in the condemning authority. Alvernia and the Conservancy shall be entitled to reimbursement for any prepaid rent on a pro rata basis by either party and for the undepreciated value of the Improvements constructed by the Conservancy at the Premises (if any) in accordance with Article 3 above.

## **ARTICLE 11**

### **CASUALTY**

**Section 11.1 Casualty.** Each party shall provide the other notice of any casualty affecting the Premises within forty-eight (48) hours of the casualty. If any part of the Premises is



damaged by fire or other casualty so as to render the Premises unsuitable, in Alvernia and the Conservancy's reasonable determination, then Alvernia and the Conservancy may terminate this Agreement by providing written notice to the City, which termination will be effective as of the date of such damage or destruction. Upon such termination, Alvernia and the Conservancy shall be entitled to reimbursement for any prepaid rent on a pro rata basis by either party and for the undepreciated value of the Improvements constructed by the Conservancy at the Premises (if any) in accordance with Article 3 above.

## **ARTICLE 12**

### **DEFAULT AND RIGHT TO CURE**

**Section 12.1 Default by Alvernia and/or the Conservancy.** The following will be deemed a default by Alvernia and/or the Conservancy and a breach of this Agreement: (i) non-payment of rent if such rent remains unpaid for more than fifteen (15) days after receipt of written notice from City of such failure to pay; or (ii) either parties failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from City specifying the failure. No such failure, however, will be deemed to exist if Alvernia and/or the Conservancy has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Alvernia and/or the Conservancy. If Alvernia and/or the Conservancy remains in default beyond any applicable cure period, the City will have the right to exercise any and all rights and remedies available to it under law and equity, including but not limited to termination.

**Section 12.2 Default by City.** The following will be deemed a default by the City and a breach of this Agreement: the City's failure to perform any term, condition or breach of any

warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Alvernia and/or the Conservancy specifying the failure. No such failure, however, will be deemed to exist if the City has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the City. If the City remains in default beyond any applicable cure period, Alvernia and the Conservancy will have the right to exercise any and all rights available to it under law and equity, including but not limited to termination.

## **ARTICLE 13**

### **SIGNS**

**Section 13.1 General Signage.** Subject to applicable ordinances and Section 13.2 below, signage shall be installed by the Conservancy at Angelica which shall identify the Premises as being owned by the City of Reading but also the business headquarters of the Conservancy.

**Section 13.2 Conservancy's Signs.** The Conservancy shall be permitted to erect and install signs identifying the Conservancy at the Boathouse and at the entrance to the Premises on Route 10 and within Zone 10 at the Premises. Additionally, the Conservancy shall be permitted to erect and install signs for an agreed upon number of reserved parking spaces (not more than 12) identifying reservation for the Conservancy within the parking lot at Zone 3 of the Premises upon receipt of the prior written consent of Alvernia and the City.

## **ARTICLE 14**

### **ASSIGNMENT**

**Section 14.1 Assignment.** Either party hereto may assign or otherwise transfer its interest in this Agreement to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets without the consent of the other party.

## **ARTICLE 15**

### **ENTIRE AGREEMENT**

**Section 15.1 Entire Agreement.** This Agreement contains and sets forth the entire agreement and understanding between the parties hereto and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between said parties other than as herein expressly referenced or set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party hereto, unless reduced to writing and signed by the City, Alvernia and the Conservancy. This Agreement shall be binding on the parties hereto, and their respective successors and assigns.

## **ARTICLE 16**

### **NOTICES**

**Section 16.1 Notices.** Notices given pursuant to this Agreement shall be in writing, shall be given by actual delivery or by mailing the same to the party entitled thereto at the address set forth below or at such other address as any party may designate in writing to any other party pursuant to the provisions of this Article. Notices given by mail shall be sent by United States mail, certified or registered, return receipt requested, or by recognized overnight courier. Notices shall be deemed to be received on the date of actual receipt. Notices shall be served or mailed to the following addresses, subject to change as provided above:

If to City:

City of Reading  
815 Washington Street

Reading, PA 19601  
Attn: Managing Director

With a copy to:

Charles D. Younger, Esquire  
City Solicitor  
815 Washington Street  
Reading, PA 19601

If to Alvernia:

Alvernia University  
400 Saint Bernadine Street  
Reading, PA 19607-1799  
Attention: Douglas F. Smith, Vice President

With a copy to:

Heidi B. Masano, Esquire  
Masano ♦ Bradley, LLP  
1100 Berkshire Boulevard, Suite 201  
Wyomissing, PA 19610

If to Conservancy:

Berks County Conservancy

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Attention: Kimberly J. Murphy, President

With a copy to:

Christopher J. Hartman, Esquire  
Hartman Shurr  
1100 Berkshire Boulevard, Suite \_\_\_\_  
Wyomissing, PA 19610

## **ARTICLE 17**

### **SEVERABILITY**

**Section 17.1 Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

## **ARTICLE 18**

### **APPLICABLE LAW**

**Section 18.1 Applicable Law.** The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the Commonwealth of

Pennsylvania. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their successors and permitted assigns. The situs of this Agreement shall be Berks County, Pennsylvania and, subject to Article 19 below, if a dispute arises as a result of this transaction, the parties hereby submit to the jurisdiction of the Court of Common Pleas of Berks County. The parties agree that Berks County presents the most convenient forum for both parties. The parties consent to the personal jurisdiction and venue of the Court of Common Pleas of Berks County and the parties waive all objections based upon improper jurisdiction, venue, or forum non-conveniens. The parties intend and agree that a party in breach of this Agreement shall bear the burden and obligation of any and all costs and expenses, including reasonable counsel fees, incurred by the other party, if the other party is successful in any litigation in endeavoring to protect and enforce his or her rights under this Agreement. Failure of either party to insist upon strict performance of any of the terms of this Agreement shall in no way affect the right of such party to enforce those terms in the future.

## **ARTICLE 19**

### **MEDIATION**

**Section 19.1 Mediation.** Notwithstanding the provision of Article 18 set forth above, any disputes between City, Alvernia and/or the Conservancy shall first be submitted to mediation through the Berks County Bar Association Civil Dispute Resolution Program, said mediation to be held by a mediator appointed from the list of qualified mediators determined by the Berks County Bar Association.

## **ARTICLE 20**

### **RELATIONSHIP OF THE PARTIES**

**Section 20.1 Relationship of the Parties.** It is the intention of the parties to create a nonexclusive Lease Agreement pursuant to which the Alvernia, the Conservancy and City shall use the Premises in accordance with the terms of this Agreement. Nothing herein shall be construed to constitute the parties hereto as partners or joint ventures or to render either party liable for the debts or obligations of the other party.

## **ARTICLE 21**

### **SURRENDER**

**Section 21.1 Surrender.** Upon termination of this Agreement, Alvernia and the Conservancy shall peaceably surrender the Premises to City in a condition and repair similar to the condition and repair of the Premises on the Commencement Date, subject to the construction set forth in Article 3, reasonable wear and tear and damage by casualty excepted.

## **ARTICLE 22**

### **MEMORANDUM OF LEASE**

**Section 22.1 Memorandum of Lease.** In order for Alvernia and the Conservancy to obtain a policy of leasehold title insurance, the parties agree that concurrently with the execution of this Agreement they shall execute a memorandum of lease to be recorded in the office of the Recorder of Deeds of Berks County, Pennsylvania setting forth: (i) the names of the parties in this Lease Agreement; (ii) the term of this Lease; and (iii) the location of the Premises subject to the Lease.

## **ARTICLE 23**

### **ALVERNIA AND THE CONSERVANCY'S RIGHT OF FIRST REFUSAL**

#### **and OPTION TO PURCHASE**

**Section 23.1 Right of First Refusal and Option to Purchase.** The parties hereby acknowledge and agree that nothing in this Agreement shall be construed to supersede, limit or otherwise nullify the rights of first refusal and/or options to purchase granted by the City to both Alvernia and the Conservancy in separate lease agreements of even date herewith for certain portions of Angelica.

## **ARTICLE 24**

### **MEDIA ACKNOWLEDGMENT**

**Section 24.1 Media.** The parties hereto agree that any and all media acknowledgement of the Boathouse and/or the Premises resulting from activities conducted pursuant to this Agreement or otherwise shall recognize the City, Alvernia and the Conservancy regardless of the primary party sponsoring the activity or event.

[Remainder of this page is intentionally left blank – signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS:

ALVERNIA:

ALVERNIA UNIVERSITY

\_\_\_\_\_

By: \_\_\_\_\_

Name: Douglas F. Smith

Title: Vice President

WITNESS:

CONSERVANCY:

BERKS COUNTY CONSERVANCY

\_\_\_\_\_

By: \_\_\_\_\_

Name: Kimberly J. Murphy

Title: President

CITY:

CITY OF READING

Attest: \_\_\_\_\_

Chief Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT “A”**

PREMISES

## **LEASE AGREEMENT**

THIS AGREEMENT OF LEASE (the "Agreement") is dated to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Commencement Date") by and between CITY OF READING, a third class city of the Commonwealth of Pennsylvania, having an address at 815 Washington Street, Reading, Pennsylvania 19601 (the "Lessor") and BERKS COUNTY CONSERVANCY, a Pennsylvania non-profit corporation, having an address at \_\_\_\_\_ (the "Lessee")

### **BACKGROUND**

C. The Lessor is the owner of a tract of land and the improvements erected thereon located in the City of Reading, Berks County, Pennsylvania, being known as "Angelica Park" (hereinafter referred to at times as "Angelica").

D. The Lessee desires to lease certain portions of Angelica Park as more specifically depicted, described and/or identified in Section 1.1 below and on the map that is attached hereto and incorporated herein by reference as Exhibit "A" (the "Premises") from the Lessor and the Lessor desires to lease the Premises to the Lessee in accordance with the terms and conditions set forth herein.

E. The Lessor is also willing to grant to the Lessee an option to purchase and a right of first refusal on the Premises and Angelica as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Lessor and the Lessee hereby covenant and agree as follows:

### **ARTICLE 1** **PREMISES AND TERM**

**Section 1.1 Grant of Lease.** The Lessor for and in consideration of the terms, covenants, and conditions herein contained, does hereby lease unto the Lessee, and the Lessee does rent and lease from the Lessor the entire portion of the Premises identified as Zones 2, 6, 7 and 10 on Exhibit A for programming subject to the Tri-Party Agreement (as defined in Section 3.3 below) and for active, passive and open recreation space from dawn to dusk for the general public including, but not limited to, residents of the Lessors, visitors to Angelica and the employees, licensees and invitees of the Lessee.

**Section 1.2 Term.** The Lessee shall HAVE AND HOLD the Premises for a term of ninety-nine (99) years commencing on the Commencement Date and expiring at midnight on the \_\_\_\_\_, 2111 (the "Term").

## **ARTICLE 2**

### **RENT AND CONSIDERATION**

**Section 2.1 Rent.** In consideration of the lease of the Premises, Lessee shall pay to Lessor on the Commencement Date the sum of One Dollar (\$1.00) for each year of the Term. As additional rent, Lessee shall be responsible, at its sole cost and expense, for the maintenance expenses set forth in Section 5.1 below.

**Section 2.2 Manner of Payment.** All amounts payable under Section 2.1 of this Article, as well as all other amounts payable by Lessee to Lessor under the terms of this Lease, shall be paid at the address of Lessor set forth above or at such other place as Lessor shall from time to time designate by notice to Lessee, in lawful money of the United States.

**Section 2.3 Additional Consideration.** In additional consideration of the lease of the Premises and the execution of the Condominium Agreement referenced in Section 3.3 below, Lessee shall transfer all of its rights and leasehold improvements located at 25 North 11<sup>th</sup> Street

in the City of the Reading to the Lessor upon the Lessee's construction and relocation of its business headquarters to Angelica.

### **ARTICLE 3**

#### **IMPROVEMENTS TO BE CONSTRUCTED BY LESSEE AT THE PREMISES AND CONDO AGREEMENT**

**Section 3.1 Improvements by Lessee.** The parties agree that the Lessee shall be permitted to construct/install those improvements set forth in the Tri-Party Agreement (the "Improvements") provided that both the Lessor and Alvernia University shall provide their prior written consent prior to the Lessee beginning construction/installation of the Improvements at the Premises, which consent shall not be unreasonably withheld or delayed.

**Section 3.2 Payment for Improvements.** Lessee shall be responsible for the entire cost of the Improvements.

**Section 3.3 Condominium Agreement.** Pursuant to that certain Tri-Party Lease Agreement of even date herewith by and among the Lessor, the Lessee and Alvernia regarding the construction and relocation of its business headquarters to Angelica, among other things (the "Tri-Party Agreement"), the Lessor and the Lessee agree to enter into a Condominium Agreement with respect to the portion of the Premises identified as Zone 10 on Exhibit A in order to establish certain property rights thereat in favor of the Lessee on terms and conditions mutually agreeable to both parties.

### **ARTICLE 4**

#### **RESPONSIBILITIES OF LESSEE AND LESSOR**

**Section 4.1 Lessee's Responsibilities for the Premises.** In addition to other costs/expenses set forth elsewhere in this Agreement, the Lessee shall have the responsibilities of

providing, paying for, or obtaining the following for the Premises, at the Lessee's sole cost and expense:

- (d) The Improvements.
- (e) Subject to the Tri-Party Agreement, the maintenance of the Premises as detailed in Section 5.1 below. In the performance of said duties, the Lessee agrees to confer with Alvernia University on issues involving the maintenance of those areas in close proximity to the portions of Angelica that are subject to a separate lease agreement between the Lessor and Alvernia University).
- (f) The maintenance and management of the "wetlands" in that portion of the Premises identified in Zone 2 on Exhibit A in accordance with the Angelica Management Plan as developed by the Environmental Management Committee effective as of March of 2013.
- (g) Fifty percent (50%) of the cost of major repairs, improvements, upgrades, and/or repaving of the roadways and other areas of the Premises (not including the Improvements).
- (h) Subject to the Tri-Party Agreement, the programming and scheduling of the programs at the existing building located at the Premises known as the Environmental Exploration Center a/k/a the Boathouse

**Section 4.2 Lessor's Responsibilities for the Premises.** In addition to other costs/expenses set forth elsewhere in this Agreement, the Lessor shall have the responsibilities of providing, paying for, or obtaining the following for the Premises, at the Lessor's sole cost and expense:

- (a) The ownership, control, repair and maintenance responsibilities for St. Bernadine Street as the public roadway through Angelica Park to Route 10, which Lessor shall maintain as public road for the Term.
- (b) The primary police, fire, emergency, security and public safety duties at Angelica including the enforcement of all laws, codes and ordinances.
- (c) Fifty percent (50%) of the cost of major repairs, improvements, upgrades, and/or repaving of the roadways and other areas of the Premises (not including the Improvements).

**Section 4.3 Compliance with Law.** The Lessee shall not use the Premises for any purpose in violation of any federal, state or municipal law currently existing or hereinafter promulgated, governing the use and safety of the Premises, and the Lessee shall at all times ensure that its use of the Premises is within full compliance with all applicable statutes and ordinances.

**Section 4.4 Permits and Licenses.** The Lessee shall promptly procure, maintain and comply with all permits, licenses and government authorizations required for its use of the Premises as set forth herein.

**Section 4.5 No Violation of Insurance Contracts.** The Lessee and Lessor shall not use the Premises in any manner which would make void or voidable any insurance required to be carried by the Lessor or the Lessee or which will make it impossible for either party to obtain fire, general liability or other insurance.

**Section 4.6 No Discrimination.** The Lessee covenants and agrees that during its use of the Premises, it will not discriminate against any person or persons on the basis of race, color, creed, religion, national origin, age, veteran status and/or disability.

## **ARTICLE 5**

### **PAYMENT OF EXPENSES**

**Section 5.1 Lessee's Obligations.** Subject to the Tri-Party Agreement, the Lessee shall have the responsibility for maintenance of the Premises, and the payment of all costs related thereto, and for the payment of utilities at the Premises, including, but not limited to, trimming and care of grass/lawn areas, trees and shrubbery and trash removal at the Premises.

**Section 5.2 Maintenance Standards.** Lessee's Maintenance shall be performed in accordance with the Lessee's general standards of maintenance and repair.

## **ARTICLE 6**

### **GOVERNMENT APPROVALS**

**Section 6.1 Lessee's Responsibility to Obtain Government Approvals.** The Lessee shall obtain any governmental approvals necessary for the construction of the Improvements at the Premises. The Lessor will support and cooperate with the Lessee in any efforts to gain necessary government or municipal approvals.

## **ARTICLE 7**

### **INSURANCE**

**Section 7.1 Casualty Insurance.** The Lessee shall keep the Improvements hereinafter constructed at the Premises and any buildings/improvements currently existing at the Premises (if any) to be insured against loss, damage or destruction by fire or such other hazards as are covered by and protected under policies of insurance commonly known as "Extended Coverage Insurance".

**Section 7.2 Liability Insurance.** Lessor and the Lessee shall provide insurance for risks associated with their respective use of and responsibilities related to the Premises in an

amount not less than Three Million Dollars (\$3,000,000.00) combined single limits for bodily injury/death and property damage. The Lessor and the Lessee, will each, at their sole cost and expense, obtain and maintain insurance with insurance companies approved by the other for general public liability, bodily injury and property damage arising from the use of the Premises by the insuring party, its agents, employees, students, guests, spectators, participants, officials, concessionaires or others, and shall provide each other with Certificates of Insurance naming the other party as an additional insured. If the Lessor is self-insured, the Lessor shall provide Lessee with proof of adequate reserves to meet the requirements of this Section. The parties shall review with each other the amount of insurance coverage every five (5) years.

**Section 7.3 Additional Insureds.** The Lessor and the Lessee shall each cause the other to be named as an additional insured on all such policies and provide proof that such coverage has been obtained and remains in effect during the term of this Agreement.

## **ARTICLE 8**

### **INDEMNIFICATION**

**Section 8.1 Indemnification by Lessor.** Except to the extent arising out of the negligent acts or omissions or willful misconduct of the Lessee, its employees, agents, contractors, and/or students, the Lessor agrees to and does hereby indemnify and hold the Lessee harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, or other persons and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the Lessor; or (ii) the breach by Lessor of the provisions of this Agreement.



**Section 8.2 Indemnification by Lessee.** Except to the extent arising out of the negligent acts or omissions or willful misconduct of the Lessor, its employees, agents, contractors, invitees and/or residents, the Lessee agrees to and does hereby indemnify and hold the Lessor harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, or other persons and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the Lessee; (ii) any penalty, damage or charge incurred or imposed by reason of any violation of law or ordinance, including, but not limited to zoning and building code ordinances, by Lessee; or (iii) the breach by Lessee of the provisions of this Agreement.

**Section 8.3 Indemnification not Limited by Insurance.** Full compliance or failure to comply with the provisions of this Agreement relating to insurance shall in no way relieve or diminish the Lessor's or Lessee's responsibilities hereunder.

**Section 8.4 Survival of Termination of Agreement.** These indemnifications of the Lessor and the Lessee shall survive the termination of this Agreement.

**Section 8.5 Waiver of Immunity.** Lessor hereby waives any statutory immunity and limit on its liability as between the Lessor and the Lessee for claims arising pursuant to this Agreement, and specifically Articles 7 and 8, or the Lessor's use of the Premises.

## **ARTICLE 9**

### **ENVIRONMENTAL**

**Section 9.1 Compliance with Environmental Laws.** Lessor and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene

laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Premises.

**Section 9.2 Environmental Indemnification.** Lessor and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) a party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

**Section 9.3 Indemnifications Survive Termination of Agreement.** The indemnifications of this Article 9 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of conditions at the Premises or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Article 9 will survive the expiration or termination of this Agreement.

## **ARTICLE 10**

### **CONDEMNATION**

**Section 10.1 Condemnation.** In the event Lessor receives notification of any condemnation proceedings affecting the Premises, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion sufficient, in Lessee's reasonable determination, to render the Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to reimbursement for any prepaid rent on a pro rata basis and for the undepreciated value of the Improvements constructed by Lessee at the Premises in accordance with Article 3 above.

## **ARTICLE 11**

### **CASUALTY**

**Section 11.1 Casualty.** Each party shall provide the other notice of any casualty affecting the Premises within forty-eight (48) hours of the casualty. If any part of the Premises is damaged by fire or other casualty so as to render the Premises unsuitable, in Lessee's reasonable determination, then Lessee may terminate this Agreement by providing written notice to the Lessor, which termination will be effective as of the date of such damage or destruction. Upon such termination, Lessee shall be entitled to reimbursement for any prepaid rent on a pro rata basis and for the undepreciated value of the Improvements constructed by Lessee at the Premises in accordance with Article 3 above.

## **ARTICLE 12**

### **DEFAULT AND RIGHT TO CURE**

**Section 12.1 Default by Lessee.** The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of rent if such rent remains unpaid for more than fifteen (15) days after receipt of written notice from Lessor of such failure to pay; or (ii) Lessee's

failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, Lessor shall provide Alvernia University with written notice of said default by the Lessee. Upon receipt of the aforesaid written notice of default, Alvernia University shall have a period of thirty (30) days to agree in writing with Lessor to assume this Agreement from the Lessee along with all of its rights, responsibilities and obligations. If Alvernia does not timely assume this Agreement, the Lessor will then have the right to exercise any and all rights available to it under law and equity, including but not limited to termination of this Agreement, against the Lessee only.

**Section 12.2 Default by Lessor.** The following will be deemed a default by Lessor and a breach of this Agreement: Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, the Lessee will have the right to exercise any and all rights available to it under law and equity, including but not limited to termination.

## **ARTICLE 13**

### **SIGNS**

**Section 13.1 General Signage.** Subject to applicable ordinances, the Lessee may install that signage permitted under the Tri-Party Agreement at the Premises.

## **ARTICLE 14**

### **ASSIGNMENT**

**Section 14.1 Assignment.** Either party hereto may assign or otherwise transfer its interest in this Agreement to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets without the consent of the other party. Any such assignment by the Lessee shall include its option to purchase and right of first refusal set forth in Article 23 below.

## **ARTICLE 15**

### **ENTIRE AGREEMENT**

**Section 15.1 Entire Agreement.** This Agreement contains and sets forth the entire agreement and understanding between the parties hereto and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between said parties other than as herein expressly referenced or set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party hereto, unless reduced to writing and signed by Lessor and Lessee. This Agreement shall be binding on the parties hereto, and their respective successors and assigns.

## **ARTICLE 16**

### **NOTICES**

**Section 16.1 Notices.** Notices given pursuant to this Agreement shall be in writing, shall be given by actual delivery or by mailing the same to the party entitled thereto at the address set forth below or at such other address as any party may designate in writing to any

other party pursuant to the provisions of this Article. Notices given by mail shall be sent by United States mail, certified or registered, return receipt requested, or by recognized overnight courier. Notices shall be deemed to be received on the date of actual receipt. Notices shall be served or mailed to the following addresses, subject to change as provided above:

If to Lessor: City of Reading  
815 Washington Street  
Reading, PA 19601  
Attn: Managing Director

With a copy to: Charles D. Younger, Esquire  
City Solicitor  
815 Washington Street  
Reading, PA 19601

If to Conservancy: Berks County Conservancy  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: Kimberly J. Murphy, President

With a copy to: Christopher J. Hartman, Esquire  
Hartman Shurr  
1100 Berkshire Boulevard, Suite \_\_\_\_  
Wyomissing, PA 19610

## **ARTICLE 17**

### **SEVERABILITY**

**Section 17.1 Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

## **ARTICLE 18**

### **APPLICABLE LAW**

**Section 18.1 Applicable Law.** The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their successors and permitted assigns. The situs of this Agreement shall be Berks County, Pennsylvania and, subject to Article 19 below, if a dispute arises as a result of this transaction, the parties hereby submit to the jurisdiction of the Court of Common Pleas of Berks County. The parties agree that Berks County presents the most convenient forum for both parties. The parties consent to the personal jurisdiction and venue of the Court of Common Pleas of Berks County and the parties waive all objections based upon improper jurisdiction, venue, or forum non-conveniens. The parties intend and agree that a party in breach of this Agreement shall bear the burden and obligation of any and all costs and expenses, including reasonable counsel fees, incurred by the other party, if the other party is successful in any litigation in endeavoring to protect and enforce his or her rights under this Agreement. Failure of either party to insist upon strict performance of any of the terms of this Agreement shall in no way affect the right of such party to enforce those terms in the future.

## **ARTICLE 19**

### **MEDIATION**

**Section 19.1 Mediation.** Notwithstanding the provision of Article 18 set forth above, any disputes between Lessor and Lessee shall first be submitted to mediation through the Berks County Bar Association Civil Dispute Resolution Program, said mediation to be held by a mediator appointed from the list of qualified mediators determined by the Berks County Bar Association.

## **ARTICLE 20**

### **RELATIONSHIP OF THE PARTIES**

**Section 20.1 Relationship of the Parties.** It is the intention of the parties to create a nonexclusive Lease Agreement pursuant to which the Lessee and Lessor shall use the Premises in accordance with the terms of this Agreement. Nothing herein shall be construed to constitute the parties hereto as partners or joint ventures or to render either party liable for the debts or obligations of the other party.

## **ARTICLE 21**

### **SURRENDER**

**Section 21.1 Surrender.** Upon termination of this Agreement, Lessee shall peaceably surrender the Premises to Lessor in a condition and repair similar to the condition and repair of the Premises on the Commencement Date, subject to the construction set forth in Article 3, reasonable wear and tear and damage by casualty excepted.

## **ARTICLE 22**

### **MEMORANDUM OF LEASE**

**Section 22.1 Memorandum of Lease.** In order for Lessee to obtain a policy of leasehold title insurance, the parties agree that concurrently with the execution of this Agreement they shall execute a memorandum of lease to be recorded in the office of the Recorder of Deeds of Berks County, Pennsylvania setting forth: (i) the names of the parties in this Lease Agreement; (ii) the term of this Lease; (iii) the location of the Premises subject to the Lease; and (iv) the Lessee's option to purchase and right of first refusal to purchase the Premises.



## **ARTICLE 23**

### **LESSEE'S RIGHT OF FIRST REFUSAL and OPTION TO PURCHASE**

**Section 23.1 Lessee's Right of First Refusal.** If, at any time during the term of this Lease, Lessor desires to sell or shall receive a bona fide offer from any person/entity to purchase the Premises and/or the remaining portion of Angelica (as leased to Alvernia University) (hereinafter collectively referred to as "Proposed Sale"), the Lessee shall have a Right of First Refusal as follows:

(a) Lessor shall give Lessee notice in writing of such Proposed Sale, which notice shall include the price, terms and conditions of the Proposed Sale ("Lessor's Notice"). Included with Lessor's Notice shall be such information as shall reasonably enable Lessee to establish all of the terms of the offer and that the offer is bona fide, including (without limitation) a true and correct copy of the letter of intent or agreement of sale (if any). If the Right of First Refusal arises because the Lessor desires to sell (and not because of receipt of a bona fide offer to purchase from a third party), the purchase price in the Lessor's Notice shall be based on a "then current" market valuation/appraisal of the Premises and/or the remaining portion of Angelica (as leased to Alvernia University) that is the subject of the Right of First Refusal as determined by a mutually acceptable and certified real estate appraiser in an appraisal report.

(b) Upon receipt of the Lessor's Notice, the Lessee shall have a period of thirty (30) days to exercise the Right of First Refusal to the Proposed Sale at the same price and under precisely the same terms and conditions recited in Lessor's Notice. During said thirty (30) day period, Lessee and/or any consultants or experts hired or engaged by Lessee shall have the right to enter upon the Premises and Angelica for the

purpose of making an environmental assessment of the same and any other investigations and examinations that Lessee or its consultants or experts deems necessary or desirable. If Lessee desires to purchase the Premises pursuant to the terms of this Section 23.1, written notice of such intention to purchase ("Lessee's Acceptance") shall be given to Lessor on or before the thirtieth (30<sup>th</sup>) day after receipt of Lessor's Notice. Lessee's Acceptance shall constitute an acceptance by Lessee of Lessor's offer to sell pursuant to the terms and conditions of Lessor's Notice and Lessor and Lessee shall within thirty (30) days execute an Agreement of Sale for the purchase of the Premises and the remaining portion of Angelica, free and clear of all liens and encumbrances, with settlement to be made within such time as the parties may agree. If such notice by Lessee of its acceptance is not given, as above provided, within said thirty-day (30) period, this Right of First Refusal shall expire automatically and, at any time within six (6) months after the giving of Lessor's Notice, an agreement of sale may be made with, or a sale may be made to, any other person/entity according to the terms and conditions set forth in Lessor's Notice and at a price not less than that stated in Lessor's Notice. If (i) no such agreement of sale or sale with or to the offeror is made within said six (6) month period; or (ii) such an agreement of sale is made within said six (6) month period but closing thereunder does not occur for any reason and the agreement of sale is terminated by either party; or (iii) the sale price of the Premises is reduced within the six (6) month period to an amount below the amount stated in Lessor's Notice, then the terms and conditions of this Right of First Refusal shall remain in full force and no agreement of sale shall be made with, or sale made to, anyone other than Lessee unless and until the aforesaid Lessor's Notice has

been given to Lessee and the aforesaid thirty (30) day period has expired without Lessee's Acceptance.

C. The parties hereto may amend this Right of First Refusal only by a writing signed by all of them with the understanding that said revisions and amendments to this Right of First Refusal shall not be unreasonably withheld by either party to this Agreement.

**Section 23.2 Lessee's Option to Purchase.** If, at any time during the term of this Lease, an Option Event (as defined in Section 23.2(a) below) occurs, the Lessee shall have an Option to Purchase the Premises and/or the remaining portion of Angelica (as leased to the Berks County Conservancy) as follows:

A. The occurrence of any of the following at any time shall be an "Option Event" hereunder:

(i) Alvernia University defaults under its lease with the Lessor of even date herewith for certain portions of Angelica;

(ii) The Lessor and Alvernia University mutually agree to terminate the lease of even date herewith for certain portions of Angelica; or

(iii) The Lessor unilaterally (absent a default) terminates the lease of even date herewith for certain portions of Angelica by and between the Lessor and the Alvernia University.

B If an Option Event occurs, the Lessee shall have the right, privilege and option (the "Option") upon the terms and conditions hereafter set forth, to purchase

the Premises and/or the remaining portion of Angelica (as leased to Alvernia University) that is the subject of the Option Event. The Option shall be exercisable within thirty (30) days after receipt of written notice that an Option Event has occurred from the Lessor to the Lessee. During said thirty (30) day period, Lessee and/or any consultants or experts hired or engaged by Lessee shall have the right to enter upon the Premises and Angelica for the purpose of making an environmental assessment of the same and any other investigations and examinations that Lessee or its consultants or experts deems necessary or desirable. The Option shall be exercised by the Lessee giving the Lessor written notice within such thirty (30) day period. If the Lessee does not notify the Lessor of its exercise of the Option in the manner and within the time required above, the Lessee shall automatically forfeit its Option with respect to that Option Event, and the Premises shall remain subject to this Agreement in all respects, including the Right of First Refusal in Section 23.1 above and any Option that may arise on further Option Events.

C. If the Lessee properly exercises the Option, the Lessor and the Lessee shall negotiate and execute an agreement of sale within thirty (30) days of the notice from the Lessee informing the Lessor of its intent to exercise the Option. The purchase price shall be based on a "then current" market valuation/appraisal of the Premises and/or the remaining portion of Angelica Park (as leased to Alvernia University) that is the subject of the Option Event as determined by a mutually acceptable and certified real estate appraiser in an appraisal report.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS:

LESSEE:

BERKS COUNTY CONSERVANCY

\_\_\_\_\_

By: \_\_\_\_\_

Name: Kimberly J. Murphy

Title: President

LESSOR:

CITY OF READING

Attest: \_\_\_\_\_

Chief Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

PREMISES

## **LEASE AGREEMENT**

THIS AGREEMENT OF LEASE (the "Agreement") is dated to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Commencement Date") by and between CITY OF READING, a third class city of the Commonwealth of Pennsylvania, having an address at 815 Washington Street, Reading, Pennsylvania 19601 (the "Lessor") and ALVERNIA UNIVERSITY, a Pennsylvania non-profit corporation, having an address at 400 St. Bernardine Street, Reading, Pennsylvania 19607 (the "Lessee")

### **BACKGROUND**

F. The Lessor is the owner of a tract of land and the improvements erected thereon located in the City of Reading, Berks County, Pennsylvania, being known as "Angelica Park" (hereinafter referred to at times as "Angelica").

G. The Lessee desires to lease certain portions of Angelica Park as more specifically depicted, described and/or identified in Section 1.1 below and on the map that is attached hereto and incorporated herein by reference as Exhibit "A" (the "Premises") from the Lessor and the Lessor desires to lease the Premises to the Lessee in accordance with the terms and conditions set forth herein.

H. The Lessor is also willing to grant to the Lessee an option to purchase and a right of first refusal on the Premises and Angelica as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Lessor and the Lessee hereby covenant and agree as follows:

### **ARTICLE 1** **PREMISES AND TERM**

**Section 1.1 Grant of Lease.** The Lessor for and in consideration of the terms, covenants, and conditions herein contained, does hereby lease unto the Lessee, and the Lessee does rent and lease from the Lessor the Premises for the uses and purposes as specifically described as follows:

(a) The entire portion of the Premises identified as Zone 3 on Exhibit A shall be used for active, passive and open recreation space from dawn to dusk for the general public including, but not limited to, residents of the Lessors, visitors to Angelica and the students, employees, licensees and invitees of the Lessee.

(b) That certain portion of the Premises within Zone 7 on Exhibit A, which is land that establishes an approximate one hundred (100) foot setback from St. Bernardine Street and which shall be used improve, beautify and enhance the St. Bernardine Street corridor.

(c) The entire portions of the Premises identified as Zones 3 and 4 on Exhibit A shall be used by the Lessee to erect, install, operate and maintain appropriate signage in accordance with Article 13 below and other lighting fixtures/improvements.

(d) The entire portion of the Premises identified as Zone 8 on Exhibit A may be used by the Lessee, at its discretion and without any duty/obligation owed to Lessor, to erect, install, operate and maintain appropriate lighting fixtures/improvements.

**Section 1.2 Term.** The Lessee shall HAVE AND HOLD the Premises for a term of ninety-nine (99) years commencing on the Commencement Date and expiring at midnight on the \_\_\_\_\_, 2111 (the "Term").

## **ARTICLE 2**

### **RENT AND CONSIDERATION**

**Section 2.1 Rent.** In consideration of the lease of the Premises, Lessee shall pay to Lessor on the Commencement Date the sum of One Dollar (\$1.00) for each year of the Term. As additional rent, Lessee shall be responsible, at its sole cost and expense, for the maintenance expenses set forth in Section 5.1 below.

**Section 2.2 Manner of Payment.** All amounts payable under Section 2.1 of this Article, as well as all other amounts payable by Lessee to Lessor under the terms of this Lease, shall be paid at the address of Lessor set forth above or at such other place as Lessor shall from time to time designate by notice to Lessee, in lawful money of the United States.

**Section 2.3 SILOT (Service In Lieu Of Taxes) Credit.** In consideration for the assumption by the Lessee of the maintenance costs and expenses set forth in Section 5.1 below, the Lessor agrees to provide the Lessee with an annual SILOT credit in the amount of said annual maintenance costs and expenses.

### **ARTICLE 3**

#### **IMPROVEMENTS TO BE CONSTRUCTED BY LESSEE AT THE PREMISES**

**Section 3.1 Improvements by Lessee.** The parties agree that the Lessee shall be permitted to construct/install signage, lighting, fencing, fixtures, improvements and such other capital projects as may be proposed by the Lessee from time to time at the Premises. The aforesaid improvements to be constructed by Lessee are hereinafter collectively referred to as the "Improvements". Drawings of the proposed Improvements will be provided to both the Lessor and the Berks County Conservancy for their written consent prior to the Lessee beginning construction/installation of the Improvements at the Premises, which consent shall not be unreasonably withheld or delayed.



**Section 3.2 Payment for Improvements.** Lessee shall be responsible for the entire cost of the Improvements.

**Section 3.3 Disc Golf Course in Zone 3.** The Lessee agrees to maintain the disc golf course in Zone 3, provided, however, that the locations of the tees and greens therefor shall be subject to relocation by the Lessee upon receipt of the prior consent of the Lessor.

#### **ARTICLE 4**

#### **RESPONSIBILITIES OF LESSEE AND LESSOR**

**Section 4.1 Lessee's Responsibilities for the Premises.** In addition to other costs/expenses set forth elsewhere in this Agreement, the Lessee shall have the responsibilities of providing, paying for, or obtaining the following for the Premises, at the Lessee's sole cost and expense:

- (i) The Improvements.
- (j) The maintenance of the Premises as detailed in Section 5.1 below. In the performance of said duties, the Lessee agrees to confer with the Berks County Conservancy on issues involving the maintenance of those areas of the Premises in Zone 3 that are within fifty (50) feet of the boundary lines separating Zone 3 from Zones 1, 2, 7 and 9 (which are subject to a separate lease agreement between the Lessor and the Berks County Conservancy).
- (k) A secondary role in the security and public safety duties at Angelica in conjunction with Lessor.

- (l) Fifty percent (50%) of the cost of major repairs, improvements, upgrades, and/or repaving of the roadways and other areas of the Premises (not including the Improvements).

**Section 4.2 Lessor's Responsibilities for the Premises.** In addition to other costs/expenses set forth elsewhere in this Agreement, the Lessor shall have the responsibilities of providing, paying for, or obtaining the following for the Premises, at the Lessor's sole cost and expense:

- (a) The ownership, control, repair and maintenance responsibilities for St. Bernadine Street as the public roadway through Angelica Park to Route 10, which Lessor shall maintain as public road for the Term.
- (b) The primary police, fire, emergency, security and public safety duties at Angelica including the enforcement of all laws, codes and ordinances.
- (c) Fifty percent (50%) of the cost of major repairs, improvements, upgrades, and/or repaving of the roadways and other areas of the Premises (not including the Improvements).

**Section 4.3 Compliance with Law.** The Lessee shall not use the Premises for any purpose in violation of any federal, state or municipal law currently existing or hereinafter promulgated, governing the use and safety of the Premises, and the Lessee shall at all times ensure that its use of the Premises is within full compliance with all applicable statutes and ordinances.

**Section 4.4 Permits and Licenses.** The Lessee shall promptly procure, maintain and comply with all permits, licenses and government authorizations required for its use of the Premises as set forth herein.

**Section 4.5 No Violation of Insurance Contracts.** The Lessee and Lessor shall not use the Premises in any manner which would make void or voidable any insurance required to be carried by the Lessor or the Lessee or which will make it impossible for either party to obtain fire, general liability or other insurance.

**Section 4.6 No Discrimination.** The Lessee covenants and agrees that during its use of the Premises, it will not discriminate against any person or persons on the basis of race, color, creed, religion, national origin, age, veteran status and/or disability.

## **ARTICLE 5**

### **PAYMENT OF EXPENSES**

**Section 5.1 Lessee's Obligations.** The Lessee shall have the responsibility for maintenance of the Premises, and the payment of all costs related thereto, and for the payment of utilities at the Premises, including, but not limited to, trimming and care of grass/lawn areas, trees and shrubbery and trash removal at the Premises.

**Section 5.2 Maintenance Standards.** Lessee's Maintenance shall be performed in accordance with the Lessee's general standards of maintenance and repair.

## **ARTICLE 6**

### **GOVERNMENT APPROVALS**

**Section 6.1 Lessee's Responsibility to Obtain Government Approvals.** The Lessee shall obtain any governmental approvals necessary for the construction of the Improvements at the Premises. The Lessor will support and cooperate with the Lessee in any efforts to gain necessary government or municipal approvals.

## **ARTICLE 7**

### **INSURANCE**

**Section 7.1 Casualty Insurance.** The Lessee shall keep the Improvements hereinafter constructed at the Premises and any buildings/improvements currently existing at the Premises (if any) to be insured against loss, damage or destruction by fire or such other hazards as are covered by and protected under policies of insurance commonly known as “Extended Coverage Insurance”.

**Section 7.2 Liability Insurance.** Lessor and the Lessee shall provide insurance for risks associated with their respective use of and responsibilities related to the Premises in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limits for bodily injury/death and property damage. The Lessor and the Lessee, will each, at their sole cost and expense, obtain and maintain insurance with insurance companies approved by the other for general public liability, bodily injury and property damage arising from the use of the Premises by the insuring party, its agents, employees, students, guests, spectators, participants, officials, concessionaires or others, and shall provide each other with Certificates of Insurance naming the other party as an additional insured. If the Lessor is self-insured, the Lessor shall provide Lessee with proof of adequate reserves to meet the requirements of this Section. The parties shall review with each other the amount of insurance coverage every five (5) years.

**Section 7.3 Additional Insureds.** The Lessor and the Lessee shall each cause the other to be named as an additional insured on all such policies and provide proof that such coverage has been obtained and remains in effect during the term of this Agreement.

**ARTICLE 8**  
**INDEMNIFICATION**

**Section 8.1 Indemnification by Lessor.** Except to the extent arising out of the negligent acts or omissions or willful misconduct of the Lessee, its employees, agents, contractors, and/or students, the Lessor agrees to and does hereby indemnify and hold the Lessee harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, or other persons and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the Lessor; or (ii) the breach by Lessor of the provisions of this Agreement.

**Section 8.2 Indemnification by Lessee.** Except to the extent arising out of the negligent acts or omissions or willful misconduct of the Lessor, its employees, agents, contractors, invitees and/or residents, the Lessee agrees to and does hereby indemnify and hold the Lessor harmless from all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting or arising from (i) any and all damage to any person or property, caused by the acts or omissions of its agents, employees, contractors, invitees, spectators, participants, officials, concessionaires, or other persons and from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by the Lessee; (ii) any penalty, damage or charge incurred or imposed by reason of any violation of law or ordinance, including, but not limited to zoning and building code ordinances, by Lessee; or (iii) the breach by Lessee of the provisions of this Agreement.

**Section 8.3 Indemnification not Limited by Insurance.** Full compliance or failure to comply with the provisions of this Agreement relating to insurance shall in no way relieve or diminish the Lessor's or Lessee's responsibilities hereunder.

**Section 8.4 Survival of Termination of Agreement.** These indemnifications of the Lessor and the Lessee shall survive the termination of this Agreement.

**Section 8.5 Waiver of Immunity.** Lessor hereby waives any statutory immunity and limit on its liability as between the Lessor and the Lessee for claims arising pursuant to this Agreement, and specifically Articles 7 and 8, or the Lessor's use of the Premises.

## **ARTICLE 9**

### **ENVIRONMENTAL**

**Section 9.1 Compliance with Environmental Laws.** Lessor and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Premises.

**Section 9.2 Environmental Indemnification.** Lessor and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) a party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of

liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

**Section 9.3 Indemnifications Survive Termination of Agreement.** The indemnifications of this Article 9 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of conditions at the Premises or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Article 9 will survive the expiration or termination of this Agreement.

## **ARTICLE 10**

### **CONDEMNATION**

**Section 10.1 Condemnation.** In the event Lessor receives notification of any condemnation proceedings affecting the Premises, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion sufficient, in Lessee's reasonable determination, to render the Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to reimbursement for any prepaid rent on a pro rata basis and for the undepreciated value of the Improvements constructed by Lessee at the Premises in accordance with Article 3 above.

## **ARTICLE 11**

### **CASUALTY**

**Section 11.1 Casualty.** Each party shall provide the other notice of any casualty affecting the Premises within forty-eight (48) hours of the casualty. If any part of the Premises is damaged by fire or other casualty so as to render the Premises unsuitable, in Lessee's reasonable determination, then Lessee may terminate this Agreement by providing written notice to the Lessor, which termination will be effective as of the date of such damage or destruction. Upon such termination, Lessee shall be entitled to reimbursement for any prepaid rent on a pro rata basis and for the undepreciated value of the Improvements constructed by Lessee at the Premises in accordance with Article 3 above.

## **ARTICLE 12**

### **DEFAULT AND RIGHT TO CURE**

**Section 12.1 Default by Lessee.** The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of rent if such rent remains unpaid for more than fifteen (15) days after receipt of written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity, including but not limited to termination.

**Section 12.2 Default by Lessor.** The following will be deemed a default by Lessor and a breach of this Agreement: Lessor's failure to perform any term, condition or breach of any



warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights available to it under law and equity, including but not limited to termination.

## **ARTICLE 13**

### **SIGNS**

**Section 13.1 General Signage.** Subject to applicable ordinances, signage shall be installed by the Lessee which shall identify the Premises as being owned by the City of Reading but also a part of the main campus of Alvernia University.

**Section 13.2 Lessee's Signs.** The Lessee shall be permitted to display banners from the light poles and fences installed at the Premises to identify the property as part of the main campus of Alvernia University.

## **ARTICLE 14**

### **ASSIGNMENT**

**Section 14.1 Assignment.** Either party hereto may assign or otherwise transfer its interest in this Agreement to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its

stock or assets without the consent of the other party. Any such assignment by the Lessee shall include its option to purchase and right of first refusal set forth in Article 23 below.

## **ARTICLE 15**

### **ENTIRE AGREEMENT**

**Section 15.1 Entire Agreement.** This Agreement contains and sets forth the entire agreement and understanding between the parties hereto and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between said parties other than as herein expressly referenced or set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party hereto, unless reduced to writing and signed by Lessor and Lessee. This Agreement shall be binding on the parties hereto, and their respective successors and assigns.

## **ARTICLE 16**

### **NOTICES**

**Section 16.1 Notices.** Notices given pursuant to this Agreement shall be in writing, shall be given by actual delivery or by mailing the same to the party entitled thereto at the address set forth below or at such other address as any party may designate in writing to any other party pursuant to the provisions of this Article. Notices given by mail shall be sent by United States mail, certified or registered, return receipt requested, or by recognized overnight courier. Notices shall be deemed to be received on the date of actual receipt. Notices shall be served or mailed to the following addresses, subject to change as provided above:

If to Lessor:

City of Reading  
815 Washington Street  
Reading, PA 19601  
Attn: Managing Director

With a copy to: Charles D. Younger, Esquire  
City Solicitor  
815 Washington Street  
Reading, PA 19601

If to Lessee: Alvernia University  
400 Saint Bernadine Street  
Reading, PA 19607-1799  
Attention: Douglas F. Smith, Vice President

With a copy to: Heidi B. Masano, Esquire  
Masano ♦ Bradley, LLP  
1100 Berkshire Boulevard, Suite 201  
Wyomissing, PA 19610

## **ARTICLE 17**

### **SEVERABILITY**

**Section 17.1 Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

## **ARTICLE 18**

### **APPLICABLE LAW**

**Section 18.1 Applicable Law.** The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their successors and permitted assigns. The situs of this Agreement shall be Berks County, Pennsylvania and, subject to Article 19 below, if a dispute arises as a result of this transaction, the parties hereby submit to the jurisdiction of the Court of Common Pleas of Berks County. The parties agree that Berks County presents the most convenient forum for both parties. The parties consent to the personal jurisdiction and venue of the Court of Common Pleas of Berks County and the parties waive all objections based upon improper jurisdiction, venue, or

forum non-conveniens. The parties intend and agree that a party in breach of this Agreement shall bear the burden and obligation of any and all costs and expenses, including reasonable counsel fees, incurred by the other party, if the other party is successful in any litigation in endeavoring to protect and enforce his or her rights under this Agreement. Failure of either party to insist upon strict performance of any of the terms of this Agreement shall in no way affect the right of such party to enforce those terms in the future.

## **ARTICLE 19**

### **MEDIATION**

**Section 19.1 Mediation.** Notwithstanding the provision of Article 18 set forth above, any disputes between Lessor and Lessee shall first be submitted to mediation through the Berks County Bar Association Civil Dispute Resolution Program, said mediation to be held by a mediator appointed from the list of qualified mediators determined by the Berks County Bar Association.

## **ARTICLE 20**

### **RELATIONSHIP OF THE PARTIES**

**Section 20.1 Relationship of the Parties.** It is the intention of the parties to create a nonexclusive Lease Agreement pursuant to which the Lessee and Lessor shall use the Premises in accordance with the terms of this Agreement. Nothing herein shall be construed to constitute the parties hereto as partners or joint ventures or to render either party liable for the debts or obligations of the other party.

## **ARTICLE 21**

### **SURRENDER**

**Section 21.1 Surrender.** Upon termination of this Agreement, Lessee shall peaceably surrender the Premises to Lessor in a condition and repair similar to the condition and repair of the Premises on the Commencement Date, subject to the construction set forth in Article 3, reasonable wear and tear and damage by casualty excepted.

## **ARTICLE 22**

### **MEMORANDUM OF LEASE**

**Section 22.1 Memorandum of Lease.** In order for Lessee to obtain a policy of leasehold title insurance, the parties agree that concurrently with the execution of this Agreement they shall execute a memorandum of lease to be recorded in the office of the Recorder of Deeds of Berks County, Pennsylvania setting forth: (i) the names of the parties in this Lease Agreement; (ii) the term of this Lease; (iii) the location of the Premises subject to the Lease; and (iv) the Lessee's option to purchase and right of first refusal to purchase the Premises.

## **ARTICLE 23**

### **LESSEE'S RIGHT OF FIRST REFUSAL and OPTION TO PURCHASE**

**Section 23.1 Lessee's Right of First Refusal.** If, at any time during the term of this Lease, Lessor desires to sell or shall receive a bona fide offer from any person/entity to purchase the Premises and/or the remaining portion of Angelica (as leased to the Berks County Conservancy) (hereinafter collectively referred to as "Proposed Sale"), the Lessee shall have a Right of First Refusal as follows:

- (a) Lessor shall give Lessee notice in writing of such Proposed Sale, which notice shall include the price, terms and conditions of the Proposed Sale ("Lessor's Notice"). Included with Lessor's Notice shall be such information as shall reasonably enable Lessee to establish all of the terms of the offer and that the offer is bona fide,

including (without limitation) a true and correct copy of the letter of intent or agreement of sale (if any). If the Right of First Refusal arises because the Lessor desires to sell (and not because of receipt of a bona fide offer to purchase from a third party), the purchase price in the Lessor's Notice shall be based on a "then current" market valuation/appraisal of the Premises and/or the remaining portion of Angelica (as leased to the Berks County Conservancy) that is the subject of the Right of First Refusal as determined by a mutually acceptable and certified real estate appraiser in an appraisal report.

(b) Upon receipt of the Lessor's Notice, the Lessee shall have a period of thirty (30) days to exercise the Right of First Refusal to the Proposed Sale at the same price and under precisely the same terms and conditions recited in Lessor's Notice. During said thirty (30) day period, Lessee and/or any consultants or experts hired or engaged by Lessee shall have the right to enter upon the Premises and Angelica for the purpose of making an environmental assessment of the same and any other investigations and examinations that Lessee or its consultants or experts deems necessary or desirable. If Lessee desires to purchase the Premises pursuant to the terms of this Section 23.1, written notice of such intention to purchase ("Lessee's Acceptance") shall be given to Lessor on or before the thirtieth (30<sup>th</sup>) day after receipt of Lessor's Notice. Lessee's Acceptance shall constitute an acceptance by Lessee of Lessor's offer to sell pursuant to the terms and conditions of Lessor's Notice and Lessor and Lessee shall within thirty (30) days execute an Agreement of Sale for the purchase of the Premises and the remaining portion of Angelica, free and clear of all liens and encumbrances, with settlement to be made within such time as the parties may agree. If such notice by Lessee of its acceptance is not given, as above provided, within said thirty-day (30) period, this Right

of First Refusal shall expire automatically and, at any time within six (6) months after the giving of Lessor's Notice, an agreement of sale may be made with, or a sale may be made to, any other person/entity according to the terms and conditions set forth in Lessor's Notice and at a price not less than that stated in Lessor's Notice. If (i) no such agreement of sale or sale with or to the offeror is made within said six (6) month period; or (ii) such an agreement of sale is made within said six (6) month period but closing thereunder does not occur for any reason and the agreement of sale is terminated by either party; or (iii) the sale price of the Premises is reduced within the six (6) month period to an amount below the amount stated in Lessor's Notice, then the terms and conditions of this Right of First Refusal shall remain in full force and no agreement of sale shall be made with, or sale made to, anyone other than Lessee unless and until the aforesaid Lessor's Notice has been given to Lessee and the aforesaid thirty (30) day period has expired without Lessee's Acceptance.

C. The parties hereto may amend this Right of First Refusal only by a writing signed by all of them with the understanding that said revisions and amendments to this Right of First Refusal shall not be unreasonably withheld by either party to this Agreement.

**Section 23.2 Lessee's Option to Purchase.** If, at any time during the term of this Lease, an Option Event (as defined in Section 23.2(a) below) occurs, the Lessee shall have an Option to Purchase the Premises and/or the remaining portion of Angelica (as leased to the Berks County Conservancy) as follows:

A. The occurrence of any of the following at any time shall be an "Option Event" hereunder:

(i) The Berks County Conservancy defaults under its lease with the Lessor of even date herewith for certain portions of Angelica;

(ii) The Lessor and the Berks County Conservancy mutually agree to terminate the lease of even date herewith for certain portions of Angelica;

(iii) The Lessor unilaterally (absent a default) terminates the lease of even date herewith for certain portions of Angelica by and between the Lessor and the Berks County Conservancy; or

(iv) The Berks County Conservancy fails to establish its business headquarters at the Environmental Exploration Center (to be located in the former Boathouse in Zone 1 of the Premises) by December 31, 2017 in accordance with that certain Tri-Party Lease Agreement of even date herewith by and between the Lessor, the Lessee and the Berks County Conservancy.

B If an Option Event occurs, the Lessee shall have the right, privilege and option (the "Option") upon the terms and conditions hereafter set forth, to purchase the Premises and/or the remaining portion of Angelica (as leased to the Berks County Conservancy) that is the subject of the Option Event. The Option shall be exercisable within thirty (30) days after receipt of written notice that an Option Event has occurred from the Lessor to the Lessee. During said thirty (30) day period, Lessee and/or any consultants or experts hired or engaged by Lessee shall have the right to enter upon the Premises and Angelica for the purpose of making an environmental assessment of the same and any other investigations and examinations that Lessee or its consultants or experts deems necessary or desirable. The Option shall be exercised by the Lessee giving



the Lessor written notice within such thirty (30) day period. If the Lessee does not notify the Lessor of its exercise of the Option in the manner and within the time required above, the Lessee shall automatically forfeit its Option with respect to that Option Event, and the Premises shall remain subject to this Agreement in all respects, including the Right of First Refusal in Section 23.1 above and any Option that may arise on further Option Events.

C. If the Lessee properly exercises the Option, the Lessor and the Lessee shall negotiate and execute an agreement of sale within thirty (30) days of the notice from the Lessee informing the Lessor of its intent to exercise the Option. The purchase price shall be based on a “then current” market valuation/appraisal of the Premises and/or the remaining portion of Angelica Park (as leased to the Berks County Conservancy) that is the subject of the Option Event as determined by a mutually acceptable and certified real estate appraiser in an appraisal report.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS:

LESSEE:

ALVERNIA UNIVERSITY

By: \_\_\_\_\_  
Name: Douglas F. Smith  
Title: Vice President

LESSOR:

CITY OF READING

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Chief Clerk

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

PREMISES

## **FIRST AMENDMENT TO LEASE AGREEMENT**

This FIRST AMENDMENT TO LEASE AGREEMENT is dated to be effective as of the \_\_\_\_ day of \_\_\_\_, 2012, by and between CITY OF READING, a third class city of the Commonwealth of Pennsylvania (hereinafter referred to as the "Lessor"), and ALVERNIA UNIVERSITY, a Pennsylvania non-profit corporation (hereinafter referred to as the "Lessee").

### **BACKGROUND**

A. The parties hereto entered into a certain Lease Agreement dated to be effective as of July 1, 2007 (the "Original Lease"), whereby Lessor is leasing to Lessee a portion of Angelica Park known as Zone 4 whereat Lessee has constructed and operates a baseball field, softball field and tennis courts, among other things (the "Premises").

B. The parties now wish to extend the Term of the Original Lease.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. The Background clauses set forth above are incorporated herein by reference.
2. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Lease.
3. Section 1.1 of the Original Lease is hereby amended and restated in its entirety to read as follows:

**"Section 1.1 Grant of Lease.** Lessor for and in consideration of the terms, covenants, and conditions herein contained, does hereby lease unto the Lessee, and the Lessee does rent and lease from the Lessor the Premises for the uses and purposes as specifically described herein. The existing improvements at the Premises which are being leased to Lessee hereunder include a parking lot, four (4) tennis courts with lights, two (2) existing ball fields, and a grandstand.

TO HAVE AND TO HOLD the Premises for a term of ninety-nine (99) years commencing on the Commencement Date and expiring at midnight on \_\_\_\_\_, 2106 (the "Term")."

4. Section 1.2 of the Original Lease is hereby amended and restated in its entirety to read as follows:

**"Section 1.2 Negotiations for New Lease.** As of the ninetieth (90th) anniversary of the Commencement Date, the parties agree to commence negotiations for a new Lease commencing as of the termination date of the within Lease, for a minimum term of ten (10) years at an annual rental not to exceed One Dollar (\$1.00) per year."

5. All other provisions of the Original Lease not amended hereunder are hereby ratified and confirmed and shall remain in full force and effect.

WITNESS:

LESSEE:

ALVERNIA UNIVERSITY

\_\_\_\_\_

By: \_\_\_\_\_

Name: Douglas F. Smith

Title: Vice President

LESSOR:

CITY OF READING

Attest: \_\_\_\_\_

Chief Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_